

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

EDWARD BARTER and
ALANA BARTER,

Plaintiffs,

U.S.D.C. #

vs.

Hon. _____

US BANK, N.A.,
AMERICA'S SERVICING COMPANY,

Lower Case No. 10-108456-CH

Defendants.

Jeffrey H. Bigelman (P61755)
OSIPOV BIGELMAN, P.C.
Attorneys for Plaintiffs
20700 Civic Center Drive,
Suite 310
Southfield, MI 48076
(248) 663-1800
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jhb@osbig.com

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mboettcher@plunkettcooney.com

NOTICE OF FILING REMOVAL

NOTICE OF REMOVAL TO FEDERAL COURT

VERIFICATION

PROOF OF SERVICE

PLUNKETT COONEY

By: /s/ Mathew J. Boettcher
Matthew J. Boettcher (P40929)
Attorneys for Defendants
Plunkett Cooney
38505 Woodward Ave.
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P40929

DATED: April 13, 2010

STATE OF MICHIGAN
IN THE CIRCUIT COURT FOR THE COUNTY OF OAKLAND

EDWARD BARTER and
ALANA BARTER,
Plaintiffs,

Case No. 10-108456-CH
Hon. Martha D. Anderson

vs.

US BANK, N.A.,
AMERICA'S SERVICING COMPANY,

Defendants.

Jeffrey H. Bigelman (P61755)
OSIPOV BIGELMAN, P.C.
Attorneys for Plaintiffs
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NOTICE OF FILING REMOVAL

TO:

Jeffrey H. Bigelman (P61755)
OSIPOV BIGELMAN, P.C.
Attorneys for Plaintiffs
20700 Civic Center Drive,
Suite 310
Southfield, MI 48076
(248) 663-1800
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jhb@osbig.com

Clerk of the Court
Oakland County Circuit Court
Courthouse Tower
1200 North Telegraph Road
Pontiac, MI 48341-0404

PLEASE TAKE NOTICE THAT Defendants, US BANK, N.A. and AMERICA'S SERVICING COMPANY ("Defendants"), have this day, filed a Notice of Removal, a copy of which is attached hereto, in the offices of the Clerk of the United States District Court, Eastern District of Michigan, Southern Division.

Respectfully submitted,

PLUNKETT COONEY

By:/s/Matthew J. Boettcher
Matthew J. Boettcher (P40929)
Attorneys for Defendants
38505 Woodward Avenue
Suite 2000
Bloomfield Hills, MI 48304
(248) 901-4035
Email:mboettcher@plunkettcooney.com
P40929

Dated: April 13, 2010

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

EDWARD BARTER and
ALANA BARTER,

Plaintiffs,

U.S.D.C. #

vs.

Hon. _____

US BANK, N.A.,
AMERICA'S SERVICING COMPANY,

Lower Case No. 10-108456-CH

Defendants.

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NOTICE OF REMOVAL TO FEDERAL COURT

TO: Clerk of the Court
Jeffrey H. Bigelman, Esq.
Attorneys for Plaintiff

Defendants, US BANK, N.A. and AMERICA'S SERVICING COMPANY ("Defendants"), by their attorneys, Plunkett Cooney, remove this action from the Oakland County Circuit Court to the United States District Court for the Eastern District of Michigan, Southern Division. In support of this Notice of Removal, Defendants state:

1. On or about March 11, 2010, this action was commenced against Defendants in the Oakland County Circuit Court.

2. On April 5, 2010, America's Servicing Company was served with the Summons and Complaint, copies of which are attached as

Exhibit A.

3. Upon information and belief, US Bank, N.A. has not yet been served with the Summons and Complaint.

4. The Oakland County Circuit Court docket for this case demonstrates that (i) no returns of service have been filed for any Defendant. A copy of the Oakland County docket is attached as **Exhibit B.**

5. Given the date of service on America's Servicing Company, this removal is being filed within 30 days of the service of this action and is, therefore, timely.

6. The documents attached as Exhibit A constitute all process, pleadings and orders received by Defendants and/or otherwise of record in this action.

7. This action involves a controversy that is wholly between citizens of different states under 28 U.S.C. § 1332.

8. When this action was filed and removed, Plaintiffs were citizens of the State of Michigan. See, Plaintiffs' Complaint at ¶ 4.

9. Defendant, America's Servicing Company, is an assumed name of Wells Fargo Home Mortgage, Inc., a division of Wells Fargo Bank, N.A. Wells Fargo Bank, N.A., is chartered in South Dakota. As such that is where its main office is located, and thus for diversity it is a citizen of South Dakota. See, *Wachovia Bank v. Schmidt*, 546 U.S. 303, 126 S.Ct. 941 (2006).

10. Defendant, US Bank, N.A. is chartered in Ohio and has its main office in Cincinnati, Ohio. For diversity purposes, US Bank, N.A. is a citizen of Ohio.

11. Plaintiffs are alleging, *inter alia*, that Defendants wrongfully commenced foreclosure proceedings following Plaintiffs' undisputed default on a mortgage loan. See, Complaint at ¶ 3. The property securing the mortgage loan was sold at a sheriff's sale with a high bid price of \$313,000. See, Exhibit L to the Complaint. Plaintiffs seek to rescind the sheriff's deed and sale. If Plaintiffs' prayer for relief is granted, US Bank will be divested of title to the property that is the subject of this action. Thus, the amount in controversy in this action exceeds \$75,000, exclusive of interests and costs.

12. A Notice of Filing Notice of Removal to Federal Court and a copy of this Notice of Removal of Civil Action will be filed promptly with the Oakland County Circuit Court as required by 28 U.S.C. § 1446(d) and

copies of the same have been served upon Plaintiffs' counsel as verified by the attached proof of service.

13. Based upon the foregoing, Defendants are entitled to remove this action to this Court under 28 U.S.C. § 1441, *et seq.*

WHEREFORE, Defendants request that this Court take jurisdiction over this action and grant such other relief as the Court deems proper.

Respectfully submitted,

PLUNKETT COONEY

By: s/Matthew J. Boettcher
Matthew J. Boettcher (P40929)
Attorneys for Defendants
38505 Woodward Avenue
Suite 2000
Bloomfield Hills, MI 48304
(248) 901-4035
Email: mboettcher@plunkettcooney.com
P40929

Dated: April 13, 2010

Exhibit A



C O R P O R A T I O N S E R V I C E C O M P A N Y

Notice of Service of Process

KZS / ALL
Transmittal Number: 7540430
Date Processed: 04/06/2010

Primary Contact: Diana Benda - WFHM
Wells Fargo, Inc.
800 Walnut Street
Des Moines, IA 50309

| | |
|----------------------------------|---|
| Entity: | America'S Servicing Company Entity ID Number 1901284 |
| Entity Served: | America's Servicing Company |
| Title of Action: | Edward Barter vs. US Bank, N.A. |
| Document(s) Type: | Summons/Complaint |
| Nature of Action: | Contract |
| Court: | Oakland County Circuit Court, Michigan |
| Case Number: | 10-108456-CH |
| Jurisdiction Served: | Michigan |
| Date Served on CSC: | 04/05/2010 |
| Answer or Appearance Due: | 28 Days |
| Originally Served On: | CSC |
| How Served: | Certified Mail |
| Sender Information: | Jeffrey H. Bigelman 248-663-1800 |

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC
CSC is SAS70 Type II certified for its Litigation Management System.
2711 Centerville Road Wilmington, DE 19808 (888) 690-2882 | sop@cscinfo.com

Approved, SCAO :

Original - Court
1st copy - Defendant

2nd copy - Plaintiff

STATE OF MICHIGAN
JUDICIAL DISTRICT
 Oakland **JUDICIAL CIRCUIT**
COUNTY PROBATE

SUMMONS AND COMPLAINTOAKLAND
COUNTY

10-108456-CH

JUDGE MARTHA D. ANDERSON
 BARTER, EDWARD v. US BANK NA
 (248) 858-0349

Court address

Oakland County Circuit Court, 1200 N. Telegraph Rd., Pontiac, MI 48341-0404

Plaintiff's name(s), address(es), and telephone no(s).

Edward and Alana Barter
 c/o Plaintiffs' attorney below

Plaintiff's attorney, bar no., address, and telephone no.

Jeffrey H. Bigelman (P61755)
 20700 Civic Center Drive, Suite 310
 Southfield, MI 48076
 Phone: 248-663-1800 / Fax: 248-663-1801
 E-mail: jhb@osbig.com

Defendant's name(s), address(es), and telephone no(s).

v
 US Bank, N.A.
 c/o United States National Etc.
 425 Walnut Street
 Cincinnati, OH 45202

America's Servicing Company
 c/o CSC-Lawyers Incorporating Service (Company)
 601 Abbott Rd.
 East Lansing, MI 48823

SUMMONS NOTICE TO THE DEFENDANT: In the name of the people of the State of Michigan you are notified:

1. You are being sued.
2. YOU HAVE 21 DAYS after receiving this summons to file a written answer with the court and serve a copy on the other party or take other lawful action with the court (28 days if you were served by mail or you were served outside this state). (MCR 2.111(C))
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.

Issued on MAR 11 2010

This summons expires JUN 11 2010

Court clerk

RUTH JOHNSON

*This summons is invalid unless served on or before its expiration date.

This document must be sealed by the seal of the court.

COMPLAINT Instruction: The following is information that is required to be in the caption of every complaint and is to be completed by the plaintiff. Actual allegations and the claim for relief must be stated on additional complaint pages and attached to this form.

Family Division Cases

- There is no other pending or resolved action within the jurisdiction of the family division of circuit court involving the family or family members of the parties.
- An action within the jurisdiction of the family division of the circuit court involving the family or family members of the parties has been previously filed in _____ Court.

The action remains is no longer pending. The docket number and the judge assigned to the action are:

| | | |
|------------|-------|---------|
| Docket no. | Judge | Bar no. |
|------------|-------|---------|

General Civil Cases

There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.

A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in _____ Court.

The action remains is no longer pending. The docket number and the judge assigned to the action are:

| | | |
|------------|-------|---------|
| Docket no. | Judge | Bar no. |
|------------|-------|---------|

VENUE

| | |
|---|--|
| Plaintiff(s) residence (include city, township, or village) 2309 Solano Dr., Wolverine Lake, MI 48390 (Oakland County) | Defendant(s) residence (include city, township, or village) California and Ohio (both doing business in Michigan) |
| Place where action arose or business conducted Oakland County, Michigan | |

03/10/2010

Date

Signature of attorney/plaintiff

Alan A. Foddy (P7321P)

If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you fully participate in court proceedings, please contact the court immediately to make arrangements.

**STATE OF MICHIGAN
IN THE SIXTH JUDICIAL CIRCUIT COURT**

PLAINTIFF:

Case No.

OAKLAND COUNTY 10-108456-CH



JUDGE MARTHA D. ANDERSON
BARTER, EDWARD v. US BANK NA

DEFENDANT:

JUDGE

NOTICE OF MANDATORY EFILING

At a session of said Court held in the
Sixth Judicial Circuit Court for the
County of Oakland in Pontiac, Michigan

Pursuant to Supreme Court Administrative Order 2007-3, Electronic Document Filing Pilot Project, the above captioned case has been ordered into the Sixth Circuit Court's Mandatory Efilng Pilot Project.

Subject to the provisions of Administrative Order 2007 - 3, found at [http://courts.michigan.gov/supremecourt/Resources/Administrative/2002-3/7\(2007-3\).pdf](http://courts.michigan.gov/supremecourt/Resources/Administrative/2002-3/7(2007-3).pdf), effective

immediately all filings must be made electronically through the Wiznet E-File & Serve e-filing tool (E-File & Serve). Firms must register to use the system. Documents not submitted in compliance with this notice (including documents submitted in the traditional manner) will be rejected.

PLAINTIFF IS RESPONSIBLE FOR SERVING A COPY OF THIS NOTICE WITH THE SUMMONS AND COMPLAINT ON ALL OPPOSING PARTIES. Note: in addition, Staff attorneys will require a hard copy of Motions for Summary Disposition and Briefs in Support.

Additionally, the judges will issue orders electronically. Parties who fail to register as a Service Contact will not receive a copy of any orders created by the Court and must obtain them from the County Clerk's Office at a cost of \$1.00 per page or another party. Neither the Court nor the County Clerk will provide free copies of orders or other electronically filed documents to a party that fails to register with the E-file & Serve system.

Training on E-File & Serve is offered at the Oakland County Courthouse, as well as online. For times and dates of in-person training go to <http://www.oakgov.com/clerkrod/efiling/index.html>. To obtain on-line or teleconference training through Wiznet or to address other questions regarding E-File & Serve, please contact Wiznet at 800 297-5377 or support@wiznet.com.

Circuit Court Judges

Judge Martha D. Anderson
Judge Mark A. Goldsmith
Judge Nanci J. Grant
Judge Shalina D. Kumar*

Judge Rudy Nichols
Judge Colleen A. O'Brien
Judge Wendy Potts
Judge Michael Warren

*Judge Shalina D. Kumar will begin eFiling March 1, 2010

RECEIVED FOR FILING
OAKLAND COUNTY, MICHIGAN
STATE OF MICHIGAN
OAKLAND COUNTY CIRCUIT COURT
2010 MAR 11 AM 9:25

EDWARD BARTER, and
ALANA BARTER,
Michigan residents,

DEPUTY COUNTY CLERK

OAKLAND
COUNTY

10-108456-CH

Plaintiffs,

Case No.

JUDGE MARTHA D. ANDERSON
BARTER, EDWARD v US BANK NA

Hon.

v.

US BANK, N.A., and
AMERICA'S SERVICING COMPANY,
Corporations doing business in Michigan,

Defendants.

OSIPOV BIGELMAN, P.C.
JEFFREY H. BIGELMAN (P61755)
Attorneys for Plaintiff
20700 Civic Center Drive, Suite 310
Southfield, MI 48076
Phone: 248-663-1800
Fax: 248-663-1801
E-mail: jhb@osbig.com

VERIFIED COMPLAINT FOR INJUNCTIVE AND OTHER RELIEF

There is no other civil action between these parties arising out of the same transaction or occurrence as alleged in this Complaint pending in this Court, nor has any such action been previously filed and dismissed or transferred after having been assigned to a judge, nor do I know of any other civil action not between these parties arising out of the same transaction or occurrence as alleged in this Complaint that is either pending or was previously filed and dismissed, transferred, or otherwise disposed of after having been assigned to a judge in this Court.


Jeffrey H. Bigelman, Esq.

NOW COMES, Edward and Alana Barter, by and through their attorneys, OSIPOV BIGELMAN, P.C., and complain as follows against the Defendants:

JURISDICTION

1. Jurisdiction in this case is proper pursuant to MCL 600.605.
2. Venue in this case is proper pursuant to MCL 600.1605.

GENERAL ALLEGATIONS

3. This case involves mortgage lender abuse, resulting in the wrongful foreclosure of Plaintiffs' home. Plaintiffs were instructed not to pay further monthly payments or arrears upon successful completion of their Forbearance Agreement pending approval of a loan modification. Defendant America's Servicing Company ("ASC"), however, failed to act properly on the loan modification. Instead, while simultaneously reassuring Plaintiffs that their modification was being processed, ASC had sent Plaintiffs' home into foreclosure. Plaintiffs never received notice of the date on which the foreclosure sale took place. Plaintiffs bring this action to rescind the foreclosure sale and for other relief that this Court deems equitable and just.

PARTIES

4. Plaintiffs are a married couple who have been deprived of their legal right to receive proper notice of a foreclosure sale on their primary residence located in Oakland County, at 2309 Solano Drive, Wolverine Lake, Michigan 48390.

5. As of June 22, 2009, Defendant US Bank, N.A., was the holder of the mortgage on Plaintiffs' property, as successor Trustee to Bank of America, National Association, (successor by merger to LaSalle Bank National Association) as Trustee for Morgan Stanley Mortgage Loan Trust 2006-7 by assignment. Defendant US Bank, N.A., is a corporation doing business in Michigan, and with its principal place of business in Ohio.

6. Defendant ASC is Plaintiffs' mortgage servicer, a corporation doing business in Michigan, and with its principal place of business in California.

STATEMENT OF FACTS

7. On or about January 9, 2009, Plaintiffs contacted ASC explaining their difficulty in paying their mortgage due to decreased income, and serious medical conditions such as prostate cancer, surgery, rehabilitation, and further cancer related therapy. Thereafter, ASC sent Plaintiffs a letter outlining the options they have regarding the mortgage. The letter contained information about a loan modification and relevant forms. See attached **Exhibit A**.

8. On or about March 3, 2009, Plaintiffs submitted a Hardship Letter and other information ASC requested regarding their financial affairs. See attached **Exhibit B**. These documents were submitted to ASC's Loss Mitigation Department.

9. Plaintiffs requested a 4-month payment moratorium and subsequent loan modification. See attached **Exhibit B**.

10. On or about March 23, 2009, Plaintiffs corresponded with ASC via telephone, confirming ASC was in receipt of the 4-month moratorium request and other loan modification documents.

11. ASC requested further information in a letter dated on or about March 23, 2009; said letter required the information to be submitted by April 7, 2009. See attached **Exhibit C**.

12. Plaintiffs timely responded to the March 23, 2009, letter via facsimile on April 2, 2009.

13. On or about April 27, 2009, Plaintiffs corresponded with ASC via telephone to get a status update. ASC stated that the loan modification process began on March 25, 2009, and that Plaintiffs would be contacted by the end of May.

14. During the April 27, 2009, telephone conversation, ASC assured Plaintiffs that the home would not be put into foreclosure while the loan modification review was in process.

15. On or about June 3, 2009, Plaintiffs corresponded with ASC via telephone and were instructed that the loan modification was still being reviewed.

16. On or about June 10, 2009, Plaintiffs provided ASC with an updated and corrected financial worksheet indicating less income and the market value of Plaintiffs' home. See attached **Exhibit D**.

17. On or about June 16, 2009, ASC sent Plaintiffs a letter offering a Forbearance Agreement. See attached **Exhibit E**.

18. The Plaintiffs signed and returned the Forbearance Agreement with the first of 3 regular payments to be made beginning on August 1, 2009, and thereafter on September 1, 2009, and October 1, 2009.

19. The Plaintiffs timely made all three of the payments outlined in paragraph 18 above.

20. On June 16, 2009, the parties entered into a Forbearance Agreement which stated that upon successful completion of the August, September, and October payments, the loan would be reviewed for a loan modification. See attached **Exhibit E**.

21. On June 22, 2009, Plaintiffs received a Notice of Foreclosure. See attached **Exhibit F**.

22. On or about June 22, 2009, Plaintiffs received a letter from Orlans Associates, P.C. ("Orlans"), that was dated June 16, 2009. The letter stated that Orlans had been retained by ASC to start foreclosure proceedings. There was an Affidavit of Posting placed at Plaintiffs' home. See attached **Exhibit G**.

23. Plaintiffs called ASC and ASC indicated that the foreclosure process, with the sale date scheduled for July 21, 2009, should not have commenced while the mortgage was in the loan modification stages, nor should it have been commenced while the June 16, 2009, Forbearance Agreement was in effect.

24. ASC told Plaintiffs that it would advise Orlans not to proceed with the foreclosure process.

25. To ensure that the foreclosure proceedings and notice were made in error and that ASC would in fact communicate this fact to Orlans, Plaintiffs called Orlans on or about June 22, 2009.

26. Plaintiffs spoke with an Orlans representative and advised that ASC said the foreclosure and July 21, 2009, sale should not have been initiated since the mortgage was in the middle of a loan modification and Forbearance Agreement.

27. Orlans stated that it would check with ASC to confirm, and thereafter cease actions regarding the erroneous foreclosure process.

28. On or about October 6, 2009, Plaintiffs called ASC to get a status update. ASC stated that they wanted Plaintiffs to submit an updated hardship letter and financial worksheets, in addition to an updated income statement, pension document, bank statements, pay stubs, and other miscellaneous documentation.

29. During this October 6, 2009, telephone conversation, ASC assured Plaintiffs that the foreclosure process would not proceed while in loan modification review. In fact, Defendants instructed Plaintiffs not to make the last payment of the Forbearance Agreement because the loan modification was in process.

30. Plaintiffs gathered the requested documents and sent them to ASC via facsimile on October 24, 2009. See attached **Exhibit H**.

31. On or about November 5, 2009, Plaintiffs sent additional income and profit/loss statements that ASC had requested.

32. On or about November 18 or 19, Mr. Barter called ASC to get a status update. ASC stated that the loan modification request had been rejected because Plaintiffs failed to submit a requested document.

33. ASC was unable to inform Mr. Barter which document or piece of requested information was missing. ASC indicated that Plaintiffs must have failed to return a phone call.

34. The only phone message Plaintiffs received from an ASC representative was returned the following day.

35. Plaintiffs inquired about how to get the loan modification back on track and were instructed that they would have to start over.

36. On or about November 22, 2009, Plaintiffs received a letter dated November 16, 2009, from ASC Senior Vice President Ben Windust. The letter stated that ASC was "unable to adjust the terms of your mortgage . . . because you did not provide us with all of the information needed within the time frame required per your trial modification period workout plan." See attached **Exhibit I**.

37. The November 22, 2009, letter made no mention of any foreclosure proceedings.

38. On or about November 30, 2009, Plaintiffs reassembled all previously submitted information, updated accordingly, and submitted said information along with a letter written to ASC Senior Vice President protesting the loan modification rejection and questioning ASC's good faith. These documents were sent via facsimile. See attached **Exhibit J**.

39. On or about December 23, 2009, ASC sent Plaintiffs a letter acknowledging receipt of Plaintiffs' November 30, 2009, correspondence. ASC's letter advised that Plaintiffs' request for review would be completed within 60 days. See attached **Exhibit K**.

40. On or about January 21, 2010, Plaintiffs called ASC to get a status update of the loan modification. ASC informed Plaintiffs that their home had been sold at foreclosure on December 8, 2009.

41. On or about January 21, 2010, Plaintiffs called Orlans, which confirmed that Plaintiffs' home was sold at foreclosure on December 8, 2009, with a redemption date of December 8, 2010.

42. The purchaser of the home, as recorded, is US Bank, N.A.

43. During the January 21, 2010, telephone conversation with Orlans, Plaintiffs were informed that Orlans received the initiation of the foreclosure procedure from ASC in or around June 2009, with the original sale date being July 21, 2009. Orlans stated that it was on November 23, 2009, that ASC instructed Orlans to proceed with foreclosure on December 8, 2009.

44. Plaintiffs requested a copy of the foreclosure notice, and Orlans sent via facsimile, the erroneous Affidavit of Posting dated June 22, 2009. This Affidavit is the same one that ASC assured Plaintiffs was posted in error. See attached **Exhibit F**.

45. Plaintiffs never received notice of a postponed foreclosure sale, nor any information regarding the sale that took place on December 8, 2009. See attached **Exhibit L**.

46. On or about January 23, 2010, Plaintiffs received a letter dated January 12, 2010, from ASC acknowledging review of Plaintiffs' November 29, 2009, submission of information and documents.

47. The January 12, 2010, letter stated that the foreclosure action was proper and that Plaintiffs' request for rescission of the foreclosure sale was rejected. See attached **Exhibit M**. However, as of January 12, 2010, Plaintiffs had not yet requested a rescission of the foreclosure sale.

**COUNT I - BREACH OF COVENANT OF
GOOD FAITH AND FAIR DEALING**

48. Plaintiffs incorporate the preceding paragraphs by reference.

49. Defendants had a duty of good faith and fair dealing implied in the contract between them and the Plaintiffs. Neither party shall do anything that will have the effect of destroying or injuring the right of the other party to receive the benefit of the contract.

50. Defendants breached their duty by:

a. Instructing Plaintiffs that no foreclosure proceeding was in place since Plaintiffs were going through a loan modification and had a pending Forbearance Agreement.

b. Assuring Plaintiffs that ASC was working out a loan modification for up to and *after* the date that the foreclosure sale actually took place.

c. Failing to provide a loan modification for Plaintiffs, despite reassurances, and instead scheduling and effecting the sale of Plaintiffs' home; and

d. Undertaking action to foreclose on Plaintiffs' home without providing them with an opportunity to prevent the improper foreclosure, i.e., lack of notice of the foreclosure sale.

51. Defendants' breach of their duty of good faith was intentional, wanton and/or reckless.

52. Plaintiffs have been damaged as a proximate result of Defendants' breach of their duty of good faith and fair dealing.

WHEREFORE, Plaintiffs respectfully request the following relief:

- (a) Appropriate equitable relief; specifically, rescission of the foreclosure sale, as there is no adequate remedy at law, and this is the only remedy that will afford complete and meaningful relief to the Plaintiffs;
- (b) An injunction preventing Defendants from taking possession or proceeding with eviction procedures;
- (c) The Court declare that the Defendants breached their duty of good faith as alleged;
- (d) Actual and punitive damages;
- (e) Reasonable attorney's fees and the costs of this litigation; and
- (f) Such other relief as the Court deems equitable and just.

COUNT II - FRAUD

53. Plaintiffs incorporate the preceding paragraphs by reference.

54. Defendants represented to Plaintiffs on multiple occasions that ASC was working to provide them with a loan modification, that they were abiding by the Forbearance Agreement, and that their house was not being foreclosed upon while the loan modification processed and forbearance was in effect.

55. Defendants' representations were false, as they noticed the foreclosure 1 day after entering into the Forbearance Agreement.

56. Defendants' misrepresentations to Plaintiff were knowing, reckless, and/or intentional.

57. Defendants' misrepresentations were material.

58. Plaintiffs relied on Defendants' misrepresentations and timely followed all of ASC's instructions.

59. Defendants intentionally foreclosed on Plaintiffs' property without notice despite reassurances that this would not occur during the loan modification process.

60. Plaintiffs' reliance on Defendants' misrepresentations was thus to their detriment.

WHEREFORE, Plaintiffs respectfully request the following relief:

- (a) Appropriate equitable relief; specifically, rescission of the foreclosure sale, as there is no adequate remedy at law, and this is the only remedy that will afford complete and meaningful relief to the Plaintiffs;
- (b) Actual and punitive damages;
- (c) Reasonable attorney's fees and the cost of this litigation; and
- (d) Such other relief the Court deems equitable and just.

COUNT III - NEGLIGENT MISREPRESENTATION

61. Plaintiffs incorporate the preceding paragraphs by reference.

62. Under the circumstances alleged, Defendants owed a duty to Plaintiffs to provide them with accurate information about the status of their loan account.

63. Defendants represented to Plaintiffs on multiple occasions that ASC was working with the information and documents Plaintiffs provided to get them a loan modification, and that the house was not being foreclosed upon while the loan modification was being processed and forbearance was in effect.

64. Defendants represented to Plaintiffs on multiple occasions that ASC was working to provide them with a loan modification, that they were abiding by the Forbearance Agreement,

and that their house was not being foreclosed upon while the loan modification processed and forbearance was in effect.

65. Defendants' representations were false, as they noticed the foreclosure 1 day after entering into the Forbearance Agreement.

66. Defendants' misrepresentations to Plaintiff were negligent.

67. Defendants' misrepresentations were material.

68. Plaintiffs relied on Defendants' misrepresentations and timely followed all instructions given by ASC.

69. Defendants intentionally foreclosed on the Plaintiffs' property despite reassuring them that this would not occur during the loan modification process, or Forbearance Agreement.

70. Plaintiffs' reliance on Defendants' misrepresentations was thus to their detriment.

WHEREFORE, Plaintiffs respectfully request the following relief:

- (a) Appropriate equitable relief; specifically, rescission of the foreclosure sale, as there is no adequate remedy at law, and this is the only remedy that will afford complete and meaningful relief to the Plaintiffs;
- (b) Actual damages;
- (c) Reasonable attorney's fees and the cost of this litigation; and
- (d) Such other relief the Court deems equitable and just.

COUNT IV - ESTOPPEL

71. Plaintiffs incorporate the preceding paragraphs by reference.

72. Defendants' agents represented to Plaintiffs that ASC would modify Plaintiffs' loan and that foreclosure was not an issue.

73. Defendants represented to Plaintiffs on multiple occasions that ASC was working to provide them with a loan modification, that they were abiding by the Forbearance Agreement, and that their house was not being foreclosed upon while the loan modification processed and forbearance was in effect.

74. Plaintiffs had a reasonable expectation that Defendants would provide them with a loan modification and not foreclose on their home, as promised; however, Defendants' representations were false, as they noticed the foreclosure 1 day after entering into the Forbearance Agreement.

75. Plaintiffs have been injured by their reliance on Defendants' representations.

WHEREFORE, Plaintiffs respectfully request the following relief:

- (a) Appropriate equitable relief; specifically, rescission of the foreclosure sale, as there is no adequate remedy at law, and this is the only remedy that will afford complete and meaningful relief to the Plaintiffs;
- (b) Such other relief as the Court deems equitable and just.

COUNT V – INJUNCTIVE RELIEF

76. Plaintiffs incorporate the preceding paragraphs by reference.

77. There is a strong likelihood that Plaintiffs will succeed on the merits given the Defendants' wrongful actions, breach of covenant of good faith and fair dealing, fraud, and/or negligent misrepresentations that led to the wrongful foreclosure of Plaintiffs' home.

78. The Plaintiffs have been and will continue to be irreparably damaged and injured by the wrongful foreclosure of their home.

79. Greater harm will be inflicted upon Plaintiffs by the denial of injunctive relief than would be inflicted upon Defendants if such injunctive relief is issued.

80. There will be no harm to the public interest if an injunction is issued.

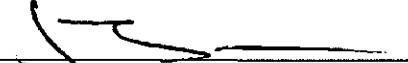
WHEREFORE, Plaintiffs respectfully request the following relief:

- (a) The Court issue a preliminary injunction enjoining Defendants from taking possession or proceeding with eviction procedures;
- (b) Appropriate injunctive relief that will preserve the status quo, and preserve the Plaintiffs' redemption rights.
- (c) Such other relief as the Court deems equitable and just.

Respectfully submitted,

OSIPOV BIGELMAN, P.C.

Date: March ___, 2010


JEFFREY H. BIGELMAN (P61755)
Attorneys for Plaintiffs
20700 Civic Center Drive, Suite 310
Southfield, MI 48076
Phone: 248-663-1800
Fax: 248-663-1801
Email: jhb@osbig.com

STATE OF MICHIGAN
OAKLAND COUNTY CIRCUIT COURT

EDWARD BARTER, and
ALANA BARTER,
Michigan residents,

Plaintiffs,

Case No. _____
Hon. _____

v.

US BANK NATIONAL ASSOCIATION, and
AMERICA'S SERVICING COMPANY,
Corporations doing business in Michigan,

Defendants.

OSIPOV BIGELMAN, P.C.
JEFFREY H. BIGELMAN (P61755)
Attorneys for Plaintiff
20700 Civic Center Drive, Suite 310
Southfield, MI 48076
Phone: 248-663-1800
Fax: 248-663-1801
E-mail: jhb@osbig.com

VERIFICATION OF COMPLAINT

We, Edward and Alana Barter, verify that the allegations contained in this Complaint are truthful to the best of our knowledge, information, and belief.

Respectfully submitted,

EDWARD BARTER

Dated: March 3, 2010

Edward Barter

ALANA BARTER

Dated: March 3, 2010

Alana Barter



Return Mail Operations
P.O. Box 10388
Des Moines, IA 50306-0388

January 09, 2009

0111161AB0.351 311601111600504905001AC02KKLM189108

Edward Barter
37418 Legends Trail Dr
Farmington Hills MI 48331-1158
~~XXXXXXXXXXXXXXXXXXXXXX~~

LAST MORTGAGE PAYMENT
2/26/09

Dear Edward Barter :

RE: Loan Number 1127115312

Client 106

Thank you for taking the time to speak with us today. We at America's Servicing Company realize that this may be a difficult time for you, and we appreciate the opportunity to assist you.

Our primary goal is helping you to continue to experience the pride of homeownership. We offer several solutions designed to help you do this. However, in order for us to get started, we need additional financial information from you to determine what option is best suited for your situation. Please gather all financial information related to your monthly income and expenses, then contact our office at (800) 662-3806, Mon - Fri 8am-6pm In Your Time Zone.

While we offer a complete line of solutions for continuing homeownership, we also recommend you seek guidance on all other debts from a community-based Consumer Credit Counseling Agency. To take advantage of this service, call (866) 857-3092 for additional information.

Our primary goal is to help you continue to experience the pride of homeownership. The longer you wait, the fewer options you will have. Providing this information as soon as possible will help us make a decision that best fits your needs.

Sincerely,

Loss Mitigation

~~877 222-7875 Option 4 Wk~~ ^{Collection Dept Once / wk} ~~800 848-9862~~ ^{negotiation}
~~* Call~~ ^{Once ID}
~~GMI~~ ^{Fabitha}

NOTE: The Fair Debt Collection Practices Act requires us to notify you that in the event your loan is in default, we will attempt to collect the debt, and any information obtained will be used for that purpose. If you have received a discharge as a result of a bankruptcy proceeding, and the loan was not reaffirmed in the bankruptcy case, we will only exercise our rights as against the property and not as attempting any act to collect the discharged debt from you personally.

Called 3/23/04 - Status:

Granted
moratorium
Reported as such
to credit agencies



EXHIBIT A



January 09, 2009

Edward Barter
37418 Legends Tr
Farmington Hills MI 48331

Dear Edward Barter :

RE: Loan Number 1127115312

Client 106

Thank you for your interest in our Borrower Counseling Program. By expressing your interest to work with us, you have taken the first step in resolving your current situation. Once we receive and begin processing your application and the documents we requested, some of the options that may become available to you include:

- * Repayment Plan--We can consider a payment plan that will fit your budget and possibly bring your account current by the end of the plan.
- * Loan Modification--This program adds the delinquent interest, taxes, and/or insurance payments to your unpaid balance if applicable. If you qualify, we may be able to extend the repayment of the past due amounts over the remaining term of your loan.
- * Short Sale--This option allows you to sell your home based on its current market value to avoid a potential foreclosure and the negative credit rating that is associated with this action.
- * Deed in Lieu of Foreclosure--This is another foreclosure avoidance program that allows you to convey (transfer) your interest in the property to the lender or to the loan investor.

An application to participate in our program is attached and must be returned by 01-24-09. IT IS EXTREMELY IMPORTANT THAT THE FINANCIAL INFORMATION YOU PROVIDE IS COMPLETE AND AS ACCURATE AS POSSIBLE TO AVOID DELAYS IN PROCESSING. PLEASE ALSO INCLUDE COPIES OF RECENT PAYSTUBS FOR ALL INDIVIDUALS SIGNED ON THE LOAN.

18 PAGES

To: ASC, Loss Mitigation (Fax 866 590-8910) March 3, 2009
From: Edward Barter (Age 63).Client 106
Subject: Financial Hardship Letter
Re: Loan# 1127115312, 2309 Solano Dr, Wolverine Lake, Mi, 48390

RELEVANT FINANCIAL HISTORY OVERVIEW

1. My wife (Alana) and I separated in the mid 1990's but remained married. Maintained separate residences through present (Me- 37418 Legends Tr, Farmington Hills, Mi, 48331, Alana- 2309 Solano Dr, Wolverine Lk, Mi, 48390).
2. Forced retirement for me in 2000 from Administration at Botsford Hospital as part of corporate restructuring (after 30 years tenure). Began drawing pension in 2000 at age 55 (\$44,000/yr).
Had approx. \$200k in 401k/IRA at that time..
3. 1998/1999/2000- Invested \$220k in a startup waste disposal/management co. as a retirement nest egg. Co. had patents for new processes that could replace incineration worldwide. Co. declared bankruptcy in 2007. Whole investment lost.
4. I have been a licensed Realtor form 2003 to present.
5. Invested in 2 foreclosed homes to supplement income/retirement
 - 12/06. 1754 Traver Rd, Ann Arbor, Mi, 48105. Price \$120k. Renovation costs \$15k. Currently leased through December 2010 at #1,350/mo..
 - 10/07. 30725 Roberts Dr, Franklin, Mi, 48025. Price \$291k. Renovation costs \$40k. Currently for lease or sale. Sale and lease price will be dropped as necessary to sell or lease within the next 4 months.
6. My real estate business and house values declined in 2007 and 2008. My net Realtor income (commissions less direct expenses): 2007-\$65,000. 2008- \$7,000. My Realtor income is expected to return to the 2007 level in spring/summer due to increased sales related to the housing stimulus program (buyer federal tax credit, low interest rates, etc)
7. 2007/2008 financial shortfalls met by drawing down my IRA and adding credit card debt.
8. IRA value further depleted due to recent stock market/mutual fund losses (approx. 60% decrease for my portfolio).
9. Credit score maintained at approximately 700 via #7.

CURRENT FINANCIAL STATUS

1. Mortgages

- a. Homesteaded residence (Alana). 2309 Solano Dr. Balance \$339k (ASC). \$2,507/mo. Approx. current market value \$350-400k.
- b. Non homestead condo residence (me). 37418 Legends Tr. Balance \$286k (Countrywide). \$1,708/mo. Approx.current market value \$225-250k. Back taxes owed approx. \$8,000
- c. Rental income house. 30725 Roberts Dr. Balance \$259k (Franklin Bank). \$3,144/mo. Approx current market value \$250-300k. Currently for sale at \$325k or lease at \$2,500/mo. Sale and lease price will be lowered as necessary to sell or lease home within the next 4 months.

EXHIBIT B

d. Rental income house. 1754 Traver Rd. Balance \$129k (Franklin Bank). \$765/mo. Approx. current market value \$110-140k. Back taxes owed \$7,000. Currently leased at \$1,350/mo through December 2010.

— 2. Personal Credit Cards

- a. Bank of America . Bal. \$34.k, approx min payment \$1,000/mo, approx interest rate 25%
- b. Bank of America. Bal. \$9.5k, approx min paymt \$200, approx int rate 12%

3. Other Expenses – See detail sheet

— 4. Medical Condition/Expenses

I have been diagnosed with prostate cancer. I am currently scheduled to have radical prostatectomy surgery at The University of Michigan Hospital on April 14, 2009. If all goes well, recovery/rehabilitatation time will be 4-6 weeks. Medical expenses not covered by my limited health care insurance policy will likely be in the \$5,000 range. Medical bills still to be paid for prior diagnosis/treatment (biopsies, scans, doctors, labs, etc) of this cancer approximate \$2,000..

FORBEARANCE/RESTRUCTURING REQUEST

I can no longer make my mortgage payment at the current level. In order to avert bankruptcy and foreclosure, give time to deal with my medical problems and get back to work, I am requesting a 4 month payment forbearance/moratorium (March-June) and subsequent loan restructuring. I ask that my 4 missed payments during this time period are not reported to credit agencies as late.

— I request that my loan be restructured to make the P,I and tax payment feasible (approx, \$2,000/mo):

Principle- \$300,000

Interest rate- 4 %

Term: 30 yr.

Thank you for your prompt consideration under these difficult circumstances..

Sincerely,



Edward Barter
248-763-0120

Date: 3/3/09

Loan #: 1127115312

Borrower: EDWARD BARTER Last 4 Digits Social Security Number 2189Borrower: ALANA BARTER Last 4 Digits Social Security Number 1207Please verify your home phone number: 248 661-8551Please provide your work phone numbers: CELL 248 763-0120

INSTRUCTIONS:

- Complete, sign, and date the form and return it to us
 - Include a copy of your most recent pay stubs or proof of income for all individuals signed on the loan. If self-employed, include a copy of your last year's Federal Tax Return with all attachments.
-

I. MONTHLY INCOME DATA

| * RANGES #2-\$7,000/MO. | Borrower | Co-Borrower | Total |
|---|---------------|--------------|---------------|
| Salary/Wages REALTOR COMMISSIONS | <u>5,000*</u> | <u>3,000</u> | <u>8,000</u> |
| Commission/Bonuses | | | |
| AVE. #4-\$5K/MO | | | |
| Disability/Soc Sec | | | |
| Child Supp/Alimony | | | |
| Rental Income | <u>1,350</u> | | <u>1,350</u> |
| Other (Identify) PENSION | <u>3,650</u> | | <u>3,650</u> |
| Total Income | <u>10,000</u> | | <u>13,000</u> |

II. EXPENSES (2 HOUSEHOLDS + TRAVEL & RENTAL HOME)

| | Monthly Payment | Balance Due |
|--|-----------------|----------------|
| Mortgages (3) #2,473 2507, 1708, 765 | <u>4,980</u> | <u>754,000</u> |
| Other Mort/Rent CONDO FEE & SPEC. ASSEMT. | <u>400</u> | <u>-</u> |
| Alimony/Child Support | <u>-</u> | <u>-</u> |
| Child Care | <u>-</u> | <u>-</u> |
| Car Payment | <u>-</u> | <u>-</u> |
| Car Payment | <u>-</u> | <u>-</u> |
| Utilities | <u>450 ✓</u> | <u>-</u> |
| Car Insurance/Fuel | <u>400 ✓</u> | <u>-</u> |
| Student Loans | | |
| Credit Cards | <u>1,200 ✓</u> | <u>42,600</u> |
| Personal Loans | <u>-</u> | <u>-</u> |
| Groceries | <u>450 ✓</u> | <u>-</u> |
| Cable | <u>100</u> | <u>-</u> |
| Cell Phone / LANDLINES / INTERNET | <u>300 ✓</u> | <u>-</u> |
| Taxes/Insurance | <u>1,200 ✓</u> | <u>15,000</u> |
| Medical Expenses, INSUR 343 | <u>500 ✓</u> | <u>2,000</u> |
| Miscellaneous | <u>500</u> | <u>-</u> |
| Total \$ | <u>10,480</u> | |

Tel. Conf.
 Due m. 7,000
 Expenses 6,700

| | |
|-------------------------------|--------------------------|
| Estimated Value of Home | <u>350,000 - 400,000</u> |
| Other Real Estate | <u>335,000 - 390,000</u> |
| Automobile | <u>10,000</u> |
| Automobile | <u>10,000</u> |
| 401k/ESOP Accounts <u>IRA</u> | <u>30,000</u> |
| Stocks/Bonds/CD's | <u> </u> |
| Other Investments (Explain) | <u> </u> |

Please explain your hardship or reason for needing assistance.
 (You may use the back of this form, if necessary.)

SEE HARSHIP LETTER. NEED 4 MONTH PAYMENT FORBEARANCE / MORATORIUM TO HAVE CANCER SURGERY / RECOVERY / REHAB AND TO SELL / RENT INCOME HOME. WANT TO AVOID HAVING TO FILE BANKRUPTCY AND FORECLOSE HOMES. AFTER RECOVERY AND BACK TO WORK, I FEEL WE CAN REMAIN CURRENT ON RESTRUCTURED MORTGAGE PAYMENTS

I/We certify the financial information stated above is true and is an accurate statement of my/our financial condition. I/We understand and acknowledge any action taken by the lender of my/our mortgage loan on my/our behalf will be made in strict reliance on the financial information provided. My/Our signature(s) below grants the holder of my/our mortgage the authority to obtain a credit report to verify the information in this financial worksheet to be accurate.

By Edward Butler Date 3/3/09
 By _____ Date _____

Please send to:

America's Servicing Company
 3476 Stateview Blvd.
 Fort Mill, SC 29715

Or fax to:

Loss Mitigation
 1-866-590-8910

ASC

012

Date/Time: 4/10/09 2:15 PM

To: WFM:

From: Edward Barter

Fax Number: (866) 590-8910

Fax Number: 248 661-8551

Phone Number: 248 763-0120

RE: Client 106 Loan Number 1127115312

Subject: _____

This facsimile transmission is confidential and may be privileged. It is intended for the use of the addressee only. If you are not the addressee or a person responsible for delivering this transmission to the addressee, do not use this transmission in any way, but promptly contact the sender by telephone or reply email and destroy all copies of the original message.

012

Update 6/10/09 / Bad?
Fax 590-8910 #
866 date loan
Sign



March 23, 2009

Edward Barter
37418 Legends Tr
Farmington Hills MI 48331

Dear Edward Barter :

RE: Loan Number 1127115312

Client 106

Thank you for your interest in our Borrower Counseling Program. By expressing your interest to work with us, you have taken the first step in resolving your current situation. Once we receive and begin processing your application and the documents we requested, some of the options that may become available to you include:

- * Repayment Plan--We can consider a payment plan that will fit your budget and possibly bring your account current by the end of the plan.
- * Loan Modification--This program adds the delinquent interest, taxes, and/or insurance payments to your unpaid balance if applicable. If you qualify, we may be able to extend the repayment of the past due amounts over the remaining term of your loan.
- * Short Sale--This option allows you to sell your home based on its current market value to avoid a potential foreclosure and the negative credit rating that is associated with this action.
- * Deed in Lieu of Foreclosure--This is another foreclosure avoidance program that allows you to convey (transfer) your interest in the property to the lender or to the loan investor.

An application to participate in our program is attached and must be returned by 04-07-09. IT IS EXTREMELY IMPORTANT THAT THE FINANCIAL INFORMATION YOU PROVIDE IS COMPLETE AND AS ACCURATE AS POSSIBLE TO AVOID DELAYS IN PROCESSING. PLEASE ALSO INCLUDE COPIES OF RECENT PAYSTUBS FOR ALL INDIVIDUALS SIGNED ON THE LOAN.

EXHIBIT C



6/10/09
* UPDATED/CORRECTED

FINANCIAL WORKSHEET

Date: March 23, 2009

Loan Number: 106-1127115312

Mortgagor : Edward Barter

*** VERIFY AND/OR UPDATE INFORMATION LISTED BELOW IN ITEMS A - F ***

A.) VERIFY HOW MANY INDIVIDUALS
LIVE IN YOUR HOME:CURRENT: BORROWER UPDATE(S):
1 ✓ ALANA-WIFE

B.) VERIFY CURRENT

MONTHLY INCOME: BORROWER
INCOME:BORROWER CO-BRWR CO-BRWR
UPDATE(S): INCOME: UPDATE(S):

IRREGULAR-
RANGES FROM Net Salary/Wages: \$ 3,650 .00 \$ 3,650 \$.00 \$ 3,000 (WIFE LIVES IN
\$2,000-\$7,600/MO. EXAMPLE(S): Commission/Disability/ HOME BYT NOT
AUE. #4,500/MO. Social Security/Child Support/Alimony/
#3,000 X Rental Property/Rent from Roommate)

C.) VERIFY CURRENT MONTHLY EXPENSES:
(2 HOUSEHOLD)MONTHLY BORROWER
PAYMENT: UPDATE(S):

| | |
|--|---------------|
| 1) Existing Mortgage Payment | \$ 2,507.43 ✓ |
| 2) Other Mortgage Loans | \$ 2,465.00 ✓ |
| 3) Installment/Car/Boat/RV/Loans: | \$.00 ✓ |
| 4) Credit Cards (examples below) Visa/MC/Discover or Store | \$ 1,200.00 ✓ |
| 5) Lines of Credit (example below) credit line/home equity line | \$.00 ✓ |
| 6) Charge Off Accounts: (accounts written off by lender) | \$.00 ✓ |
| 7) Other credit accounts (REALTOR BUSINESS CREDIT CARDS) | \$.00 ✓ |
| 8) Credit Accounts that are past due for more than 5 months | \$.00 ✓ |
| 9) Food | \$ 450.00 ✓ |
| 10) Utilities | \$ 450.00 ✓ |
| 11) Transportation | \$ 400.00 ✓ |
| 12) Child Care/Alimony | \$.00 ✓ |
| 13) Personal/Family Loan &/or Tuition | \$.00 ✓ |
| 14) Medical expenses not covered by insur | \$ 500.00 ✓ |
| 15) Cell Phone/Cable/Internet/Satellite | \$ 300.00 ✓ |
| 16) Association Fees or Monthly Dues | \$ 275.00 ✓ |
| 17) Dry Cleaning/Laundry:Uniforms/Clothing | \$.00 ✓ |

***List the total amount paid for Taxes and
Insurance if non-escrowed on a monthly basis

\$ 1,200

LM206/GMI/1

TOTAL 11,455 *

EXHIBIT D

* 6/10/09
UPDATES

Financial Worksheet
page 2

D.) VERIFY CURRENT ASSETS:

| | Estimated Value(s): | |
|--------------------------------|---------------------|--|
| 1) Home | ** #225 - 340K * | (HELPS DROPPING - JUST REC'D NEW ASSESSMENT - DROPPED \$70K FROM LAST YR.) |
| 2) Other Real Estate (explain) | ** \$ 350K - 400K | |
| 3) Automobile (11 YRS OLD) | \$ 335K - 390K | |
| 4) Automobile (11 YRS OLD) | \$ 10,000 | |
| 5) 401k/ESOP Accounts IRA | \$ 10,000 | |
| 6) Stocks/Bonds/CD's | \$ 35,000 | |
| 7) Other Investment (explain) | \$ | ** MY CONDO RESIDENCE + RENTAL INCOME HOME. |

E.) VERIFY PHONE NUMBERS:

| | | |
|---------------------------|------|-------------------------|
| HOME | WORK | <u>CELL/OTHER PHONE</u> |
| Current: (248) 763-0120 ✓ | | |
| Update(s): | | |

F.) VERIFY MAILING ADDRESS:

| | | |
|--------------------|------------------|--|
| CURRENT: | UPDATE(S): | |
| 2309 Sciano Drive | 37418 LEGENDS TR | |
| Farmington Hills ✓ | | |
| MI 48331-0000 | | |

G.) Please describe your reason for needing assistance:

(If you need additional space, please use the back of this form.)

SEE LETTER (3/3/09 + 6/10/09 UPDATE)

- * After verifying please sign, date and return in enclosed envelope. ✓
- * Signed Hardship Letter if section (G) of this form is blank. ✓
- * If self-employed, include a copy of your last year's Federal Tax ALREADY SENT with all attachments and current Profit and Loss Statement.

I/We certify the financial information stated above is true, and is an accurate statement of my/our financial condition. I/We understand and acknowledge any action taken by the lender of my/our mortgage loan on my/our behalf will be made strictly based on the financial information provided. My/Our signature(s) below grant(s) the holder of my/our mortgage the authority to obtain a credit report to verify the accuracy of the information in this financial worksheet to be accurate.

By Edward Carter Date 4/2/09 By _____ Date _____
LM206/GMI/page 2 Loan Number 106/1127115312

MAP
6/10/09

To: ASC (FAX 866 590-8910)
Re: Loan Number 106-1127115312

Subject: Corrected/Updated Information for Subject Property
(2309 Solano Dr., Wolverine Lk, Mi, 48390). Hardship Letter Dated/Submitted 3/3/09

1) Financial Information- See attached updated Financial Worksheet 6/10/09

2) Updated/Corrected House Market Value-

Due to the depressed Michigan economy/housing market and deteriorated condition of the subject house, the corrected market value of the house is in the \$275,000-\$300,000 range.

The home is a ranch style on a concrete slab built in 1955 and added to in 1961. The concrete slab foundation has a major crack/separation causing the SW end quarter of the foundation/floor to sink 3-5 inches. This is evidenced by a 3-5 inch gap between the floor moldings/baseboard heating and the sunken floor in the family room and a bedroom. It has also caused the exterior bricks to separate/crack where this section of the house has sunk. The house also needs a new roof (leaks in 3 main rooms and hallway) and new windows and updated bathrooms (all original). These deficiencies are unknown to the county tax assessor and are therefore not accounted for in the state equalized value for the house (the state equalized value dropped due to market conditions \$35k (\$70k market value) just in the last year). The mentioned physical deficiencies are of major significance (especially the cracked/sinking foundation) in further decreasing the actual market value when trying to sell this house in a depressed buyers market. (I am a Realtor and have done a market evaluation based on current area homes for sale and the limited number of actual recent area home sales to help assess the current market value).

I have had the prostate cancer surgery mentioned in my 3/3/09 hardship letter and am currently recovering satisfactorily. I have resumed working as a Realtor in this slow Michigan market and expect to start closing some sales again next month. I still wish to keep the Solano Dr property and feel that I can do this with a modified loan as requested in my hardship letter (principle \$275-300k, int 4%, term 30 yrs, approx. \$2000/mo PITI).

Please add this to my file and advise me regarding my request for the moratorium/forbearance and loan modification.

Thank you.

Edward Barter
Edward Barter

ASC

0 Upset
0 Upset

He home 16, 2009

*4 Financial Worksheet updated
 Return Mail Operations
 P.O. Box 10388
 Des Moines, IA 50306-0388
 3 P's & 11 2 Wife - w 30 day pay stubs & letter stating
 3 pension info award letter being 304 Salone
 last 3 mo bank statement 91
 starts*

033413 TAB 0360 1413 ETM13002578.137.02 AC003351 C065106

Edward Barter
37418 Legends Trail Dr
Farmington Hills MI 48331-1158

XXXXXXXXXXXXXXXXXXXXXX

*Home Afford Mod. - On house modification
 Proj. - Fed No principal reduction
 Reduce interest rate
 31% f*

Use FAX: 866 542 8910

Due Date: 03-01-09
Loan Number 106-1127115312from # last Negotiator*Call: Ext 866 617-5260 - PA*

Thank you for contacting us regarding your financial hardship on the loan mentioned above. Our goal is simple. We want to ensure that you have every opportunity to retain your home. Based on our telephone conversation and the financial information you provided, we would like to offer you a Special Forbearance Plan.

Currently, your loan is due for 4 installments, from March 01, 2009 through June 01, 2009. As agreed, you have promised to pay the amounts shown below by the dates indicated. Also enclosed are the terms and conditions of this forbearance. Please sign the enclosed agreement and return it with the first installment. This is not a waiver of the accrued or future payments that become due, but a period for you to determine how you will be able to resolve your financial hardship. Any payments received will be applied to the delinquent payments on the loan.

* During this Special Forbearance Agreement, payments are to be mailed to:

America's Servicing Company
MAC X7801-03K
3476 Stateview Blvd
Fort Mill SC 29715

*First payment via Western Union
Citicard: FREDASC Cashiers OK
St. MD*

*Foreclosure Sale Date
7/21/09. Initial pay
due 8/1. ASC +*

*Orders called to
change or stop
foreclosure date.
Will do + advise
me when done*

* We will instruct our foreclosure counsel to suspend foreclosure proceedings once the initial payment has been received, and to continue to suspend the action as long as you keep to the terms of the Agreement. Upon full reinstatement, we will instruct our foreclosure counsel to dismiss foreclosure proceedings and report to credit bureaus accordingly.

During this period, we are requesting that you maintain contact with our office in order to establish acceptable arrangements for bringing your loan current. If you need additional assistance, please call us at (800) 662-3806, Monday through Thursday, 8 AM to 11 PM; Friday, 8 AM to 10 PM; or Saturday, 9 AM to 3 PM, Eastern Time.

LC065 006 QOC

We are required by the Fair Debt Collection Practices Act to inform you that if your loan is currently delinquent or in default, as your loan servicer, we will be attempting to collect a debt, and any information obtained will be used for that purpose. However, if you have received a discharge, and the loan was not reaffirmed in the bankruptcy case, we will only exercise our right as against the property and are not attempting any act to collect the discharge debt from you personally.

EXHIBIT E

SPECIAL FORBEARANCE AGREEMENT - TERMS AND CONDITIONS

1. Currently, your loan is due for 4 installments, from March 01, 2009 through June 01, 2009. The indebtedness of the referenced loan is in default and in consideration of extending forbearance for a period of time, it is necessary that you indicate your understanding and acceptance of the terms of the forbearance agreement by immediately signing and returning this agreement.
2. Payments must be made strictly in accordance with the enclosed payment schedule and forbearance agreement conditions. This plan is an agreement to temporarily accept reduced payments or maintain regular monthly payments during the plan specified below. Upon successful completion of the payments outlined in this plan, your loan will be reviewed for a Loan Modification. Based on investor approval, this may satisfy the remaining past due amount on your loan.
3. The lender is under no obligation to enter into any further agreement, and this forbearance shall not constitute a waiver of the lender's right to insist upon strict performance in the future.
4. All of the provisions of the note and security instrument, except as herein provided, shall remain in full force and effect. Any breach of any provision of this agreement or non-compliance with this agreement, shall render the forbearance null and void, and at the option of the lender without further notice to you may terminate this agreement. The lender, at its option, may institute foreclosure proceedings according to the terms of the note and security instrument without regard to this agreement. In the event of foreclosure, you may incur additional expenses of attorney's fees and foreclosure costs.
5. Each payment must be remitted according to the schedule below.

| PLAN | DATE | AMT | PLAN | DATE | AMT |
|------|----------|----------|------|----------|-----------|
| 01 | 08/01/09 | 2,507.43 | 02 | 09/01/09 | 2,507.43 |
| 03 | 10/01/09 | 2,507.43 | 04 | 11/01/09 | 10,782.59 |

6. There is no "grace period" allowance in this agreement. All payments must be received on or before the agreed due date. If any payment is not received on or before the due date, the agreement will be void and the total delinquency, including fees, will be due immediately.
7. The total amount indicated on each payment of the payment schedule must be remitted. In the event the total amount due of each payment is not received, the Special Forbearance agreement will be rendered null and void.

By signing this Agreement I hereby consent to being contacted concerning this loan at any cellular or mobile telephone number I may have. This includes text messages, at no cost to me, and telephone calls including the use of automated dialing systems to contact my cellular or mobile telephone.

Mortgagor

Date

Co-mortgagor

Date

Loan Number 106/1127115312

ASC said
they never do
as long as
payments are made

ASC:
Don't make up
will be included
in loan
modification



LIBER 61685 PG651

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION WE OBTAIN WILL BE USED FOR THAT PURPOSE. PLEASE CONTACT OUR OFFICE AT THE NUMBER BELOW IF YOU ARE IN ACTIVE MILITARY DUTY. MORTGAGE SALE - Default has been made in the conditions of a mortgage made by Edward Barter, a married man and Alana H. Barter, his wife, to Mortgage Electronic Registration Systems, Inc., as nominee for lender and lender's successors and/or assigns, Mortgagee, dated December 8, 2005 and recorded January 10, 2006 in Liber 36926, Page 51, Oakland County Records, Michigan. Said mortgage is now held by US Bank National Association, as successor Trustee to Bank of America, National Association, (successor by merger to LaSalle Bank National Association) as Trustee for Morgan Stanley Mortgage Loan Trust 2006-7 by assignment. There is claimed to be due at the date hereof the sum of Three Hundred Forty-Five Thousand Five Hundred Sixty-Six and 46/100 Dollars (\$345,566.46) including interest at 6.25% per annum. Under the power of sale contained in said mortgage and the statute in such case made and provided, notice is hereby given that said mortgage will be foreclosed by a sale of the mortgaged premises, or some part of them, at public vendue at the 1st floor Main entrance to the Court House in Pontiac in Oakland County, Michigan at 10:00 a.m. on JULY 21, 2009. Said premises are located in the Village of Wolverine Lake, Oakland County, Michigan, and are described as: Lots 2, 3 and 4, Wooded Shores Subdivision, as recorded in Liber 61, Page 6 and 6 A of Plats, Oakland County Records. The redemption period shall be 12 months from the date of such sale, unless determined abandoned in accordance with MCLA 600.3241a, in which case the redemption period shall be 30 days from the date of such sale. TO ALL PURCHASERS: The foreclosing mortgagee can rescind the sale. In that event, your damages, if any, are limited solely to the return of the bid amount tendered at sale, plus interest. If you are a tenant in the property, please contact our office as you may have certain rights. Dated: June 17, 2009 Orlans Associates, P.C. Attorneys for Servicer P.O. Box 5041 Troy, MI 48007-5041 248-502-1400 File No. 306.2799 ASAP# 3149723 06/17/2009, 06/24/2009, 07/01/2009, 07/08/2009

AFFIDAVIT OF POSTING

STATE OF MICHIGAN

COUNTY OF Oakland

Anne Oshust, being duly sworn, deposes and says that on the 22 day of June A.D., 2009, he posted a Notice, a true copy of which is annexed hereto, in a conspicuous place upon the premises described in said notice by attaching the same in a secure manner to:

2309 Solano Drive
Wolverine Lake MI 48390

Anne Oshust
SignatureAnne Oshust
Printed Name (Please Print Neatly)

Agent, please mark the below, when applicable:

- Multi Unit
- Mobile/Manufactured Home
- Vacant/Abandonment
- No Dwelling
- Other (i.e. visual damage) _____

Subscribed and sworn to before me this 23 day of JULY, A.D. 2009Dawn McBride

Signature of Notary Public

Dawn McBride
Printed Name of Notary Public
(Please Print Neatly)MACOMB County, Michigan
My Commission Expires: 11-30-11Acting in MACOMB County, Michigan

DRAFTED By and when recorded

Return to: **Orlans & Associates, P.C.**

P.O. Box 5041
Troy, MI 48007
(248)502-1400

File No. 3062799
ASAP No. 3149723

ORLANS

ORLANS
PO Box 5041
Troy, Michigan 48007-5041
P 248-502-1600 F 248-502-1601
www.orlans.com

FEDERAL LAW REQUIRES US TO ADVISE YOU THAT COMMUNICATION WITH OUR OFFICE COULD BE INTERPRETED AS AN ATTEMPT TO COLLECT A DEBT AND THAT ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

THE FOLLOWING LETTER IS A DISCUSSION OF ALTERNATIVES TO FORECLOSURE. IT IS OUR UNDERSTANDING THAT YOU ARE NOT CURRENTLY IN BANKRUPTCY. IF YOU ARE IN BANKRUPTCY, THEN PLEASE DISREGARD THIS LETTER IN ITS ENTIRETY AND HAVE YOUR ATTORNEY CONTACT OUR OFFICE AS SOON AS POSSIBLE.

Edward Barter and Alana Barter
37418 LEGENDS TR
Farmington Hills, MI 48331

June 16, 2009

RE: File No. 306.2799

6/22/09
1/21 Date
more work

Document
rescission

Dear Edward Barter and Alana Barter,

We have been retained by your mortgage company, America's Servicing Company, to start foreclosure proceedings on your property. America's Servicing Company may have certain alternatives to foreclosure that could help you save your home. These alternatives are voluntary and include:

- Repayment Plan: An agreement that gives you a fixed amount of time to repay the amount you are behind by combining a portion of what is past due with your regular monthly payment.
- Forbearance Plan: An agreement to temporarily reduce or suspend your mortgage payments for a short period of time.
- Modification: A loan modification is a written agreement between you and the lender that permanently changes the terms of the loan.
- Reinstatement of Your Loan: You would pay the total amount past due plus fees and costs in one lump sum.
- Deed In Lieu of Foreclosure: You agree to voluntarily transfer title of your property to the lender prior to the foreclosure sale. *This option is available only if there are no other liens on the property.
- Sell Your Property: This means that your property would be sold by you prior to the foreclosure. Approval is required if your sale does not pay off your lender in full.

For more information on any of the above options, please contact us at 248-502-1600 to speak with a Homeowner Support Specialist.

If this matter proceeds to foreclosure sale you could face personal liability if the property sells for less than the amount owed on the debt. That is, if the amount received at the sale is less than what you owe, you remain responsible for that difference. As such, you could be sued for the deficiency and have to repay that amount in addition to the foreclosure.

Contacting this office will not suspend your obligation to make your mortgage payments. This office will continue all collection and foreclosure activity unless and until a workout plan has been completed and agreed to by America's Servicing Company and you. You may be responsible for any and all legal fees and expenses incurred through this action. Responding to this does not terminate your obligation to timely respond to any pleadings you received in the pending Foreclosure action. We strongly recommend that you consult with an attorney to preserve your legal rights.

Sincerely,

Loan Resolution Department
Orlans Associates, P.C.

6/22/09
Mortgage
X 1603
will check with
ASC to change/
suspend
Posted Notice
(2) 502-1400
File
3
EXHIBIT G



ORLANS

ORLANS
PO Box 5041
Troy, Michigan 48007-5041
P 248-502-1400 F 248-502-1401
www.orlans.com

FEDERAL LAW REQUIRES US TO ADVISE YOU THAT COMMUNICATION WITH OUR
OFFICE COULD BE INTERPRETED AS AN ATTEMPT TO COLLECT A DEBT AND THAT
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.
IF YOU ARE IN ACTIVE MILITARY SERVICE, PLEASE CONTACT OUR OFFICE, AS YOU
MAY BE ENTITLED TO SPECIAL PROTECTIONS

June 16, 2009

Edward Barter
37418 LEGENDS TR
Farmington Hills, MI 48331

File Number: 306.2799

Dear Owner(s):

This office represents America's Servicing Company which is the creditor to whom your mortgage debt is owed or the servicing agent for the creditor to whom the debt is owed. The creditor has referred this matter to this office with instructions to start proceedings to foreclose the mortgage located at: 2309 Solano Drive.

As of the date of this letter, the balance due is as follows:

| | |
|--------------------|---------------------|
| Principal | 339,905.06 |
| Interest | 7,857.39 |
| Late Charges | 265.56 |
| Advances | -2,672.96 |
| Corporate Advances | 95.00 |
| TOTAL | \$345,450.05 |

Under the terms of your mortgage, the creditor hereby elects to accelerate the total indebtedness. You may have the right to reinstate the mortgage, subject to the creditor's approval by paying all past due installments, late charges, delinquent taxes, insurance premiums, costs and fees incurred in the foreclosure. Requests for reinstatement information must be received before the date of the sheriff's sale. To request reinstatement information, contact our Loan Resolution Department at 248-502-1600, or email at reinstatements@orlans.com. Please leave your loan information and mailing address with our automated service. A representative will contact you via mail or phone within five business days.

The debt described above will be assumed to be valid by this office, the creditor's law firm, unless you, the debtor/consumer, within thirty (30) days after the receipt of this notice, dispute the validity of the debt or some portion thereof. If you notify this office in writing, within thirty (30) days of the receipt of this notice, that the debt, or any portion thereof, is disputed, we will obtain a verification of the debt and a copy of the verification will be mailed to you. If the debt is based on a judgment, a copy of the judgment will be provided for you, upon request.

If the creditor named in paragraph one of this letter is not the original creditor, and if you make a written request to this office within thirty (30) days from the receipt of this notice, the name and address of the original creditor will be mailed to you.

If you have been discharged from personal liability on the mortgage because of bankruptcy proceedings, this letter is not, and should not be construed to be an attempt to collect a debt from you personally, but only enforcement of a lien against the property.

Very truly yours,
Orlans Associates PC

ORLANS

ORLANS
PO Box 5041
Troy Michigan 48007-5041
P 248-502-1400 F 248-502-1401
www.orlans.com

FEDERAL LAW REQUIRES US TO ADVISE YOU THAT COMMUNICATION WITH OUR OFFICE COULD BE INTERPRETED AS AN ATTEMPT TO COLLECT A DEBT AND THAT ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

June 16, 2009

Edward Barter
37418 LEGENDS TR
Farmington Hills, MI 48331

RE: 2309 Solano Drive, Wolverine Lake, MI 48390
Orlans File No. 506.2799
Rights under HUD's Service Members Civil Relief Act

Dear Mortgagor(s):

This letter is to inform you that if you are on active duty in the military or are a dependant of someone who is on active duty in military, you may be eligible for certain protections under the federal Service Members Civil Relief Act (50 USC App. §§501-596) (SCRA). Those who may be entitled to such Legal Protection under the SCRA are:

Active duty members of the Army, Navy, Air Force, Marine Corps, Coast Guard, and active service National Guard; active service members of the commissioned corps of the National Oceanic and Atmospheric Administration; active service members of the commissioned corps of the Public Health Service; United States citizens serving with the armed forces of a nation with which the United States is allied in the prosecution of a war or military action; and their spouses and/ or dependents.

If you feel you may be eligible for such protections, you should contact both the servicer and Orlans Associates immediately and forward a copy of the service member's military orders to:

Orlans Associates, P.C.
P.O Box 5041
Troy, MI 48007-5041
Attn: SCRA
Phone: 248-502-1600

and

America's Servicing Company
7515 Irvine Center Dr.
Irvine, OH 92618
ATTN: Loss Mitigation

Sincerely,

ORLANS ASSOCIATES, P.C.

1
FAXED 10/24/09

TO: ASC 866 617-5260

Called back,
left #:
866 372-1134

ATTN: KURT

LOAN # 1127115312

28 PAGES TOTAL

① ~~Received rental agent~~
mail: ASC Ross Male
1,000 Blue
Gentian Rd
Ste 310
MAC 9999-
01N
Eagon, Minn
55121

② IRA
Start (if using
to pay)
July Aug Sept

③ July Aug Sept
Prof/loss

Also Fax
866 590-8910

Sign/Date/Hon#

A.S.A.P.

To: ASC, Attn. Kurt , Fax 866 617-5260
Oct.23, 2009

From: Edward Barter, Loan#: 1127115312 (2309 Solano Dr, Wolverine Lk, Mi. 48390)
Subject: Financial Hardship Letter Update (Supplement to Original Letter 3/3/09)

Currently under Forbearance Plan offered in June whereby regular payments of \$2,507 would be made in Aug., Sept. and October and loan would be modified in November. Payments were made with difficulty drawing some funds from my IRA as required.

FINANCIAL PROBLEM HISTORY OVERVIEW

- A. My Realtor income dropped substantially in 2008 and 2009 due to Michigan economy/housing market and was exacerbated by some serious medical problems in 2009.
- B. Renovated (\$40k) and carried (\$3,200+/mo.) an investment income house (Franklin, Mi) for later 2007, all of 2008 and early 2009 as it would not sell or lease in fallen housing market.
- C. 2007/2008/2009 monthly shortfalls financed by drawing down my IRA and credit card debt until I couldn't do it any further.
- D. 2009 medical problems which added medical expenses and took time from work:
 - Diagnosed with prostate cancer. Had radical prostatectomy surgery in April at University of Michigan Hospital. Thought to be successful but must have PSA test every 3 months to monitor any further cancer growth.
 - Had GI bleed which required hospitalization/surgery in June.
 - Recently had medical evaluation at University of Michigan Orthopedics Dept. and was told that I need a total shoulder replacement. Will determine when I have this within a year.

CURRENT FINANCIAL STATUS

- A. Finally sold the Franklin investment house on 10/8/09 on a short sale, no proceeds to seller. Cumulative loss >\$100k but eliminated the \$3,200+/mo. expenses.
- B. Updated Current Income and Expenses on attached Financial Worksheet. Shows ave. current shortfall of about \$1,800/mo. including existing mortgage (@\$2,507 includes taxes).
- C. Loan Modification Request
Modify loan so that payment is \$1,900-\$2,000/mo. incl. taxes by interest reduction and principal reduction to approximate actual market value. See attached letter regarding house current market value. Can Home Affordable Modification Prog. guidelines (31% income, 2% int, 40 yr term, prin. reduction, etc) be used here as only part of my income can be applied to the Solano Dr mortgage payment ?
- D. Other Positive Factors That Will Eliminate Shortfall (see Worksheet)
1. Despite the poor Michigan economy/housing market, I expect to be able to increase my Realtor income in 2010 and beyond from the stated 2009 level now that I am past the cancer issue and can work fulltime.

2. Social Security will provide additional/replacement income. The start dates are at full retirement age (66) so we can continue to work without a deduction from the SS amount: Edward Barter \$2,170/mo. starts 9/25/11. Alana Barter \$1,594/mo. starts 12/11/13. See attached SS Statements.
- 2.5. A loan modification for my condo mortgage is currently in process.
3. Medicare starts for Edward next year (9/25/10) and for Alana 12/11/12. This will substantially reduce the shown health insurance and out of pocket medical expenses.
4. Shown out of pocket medical expenses are for the 3 major medical procedures mentioned and will be paid off in 2010.
5. The credit card debt accumulated will be addressed through settlements (utilizing part of my IRA) or otherwise addressed so it will be less than the amount shown.

It is felt that with the requested loan modification (\$1,900-\$2,000/mo.payment) and the other initiatives, we can avert foreclosure and bankruptcy and remain current on all mortgage payments henceforth.

Thank you very much for your help and consideration.

Sincerely,



Edward Barter

Thank you for your consideration! I am very grateful for your driving life easier. As a result,

Следовательно, в первом случае мы имеем дело с квадратичной формой, а во втором — с кубической.

Edward Barter according to his son, was a well-educated man, and a
very popular teacher at ST MARY'S, and as an especially good one, because he had a very
natural and lucid manner of speaking, and the language of his native country,
which he spoke with great fluency and elegance, was understood by all his
pupils. He died in 1851.

the cost has amounted to £3,000, I wrote to him and told him all about it, and he said the money was well spent.

Journal of Clinical Endocrinology and Metabolism, Vol. 142, No. 10, October 2000, pp. 3951–3958

- 10 -

卷之三

AMERICA'S SERVICING CO.
RETURN MAIL OPERATIONS
PO BOX 10328
DES MOINES IA 50306-0328



November 16, 2009

005899 1 MB 0.382 01776005899/003412 0018 2 ACHCBF
EDWARD BARTER
37418 LEGENDS TR
FARMINGTON HILLS, MI 48331-1158

| Account Information | |
|---------------------|--|
| Online: | yourwellsfargomortgage.com |
| Fax: | (866) 278-1179 |
| Telephone: | (800) 416-1472 |
| Correspondence: | PO Box 10335 Des Moines, IA 50306 |
| Hours of Operation: | Mon - Fri, 8 AM -8 PM CT |
| Loan Number: | 1127115312 |
| Property Address: | 2309 Solano Drive Wolverine Lake MI 48390 |

RE: Decision on your request for mortgage assistance

Dear Edward Barter:

We're writing to provide you with the results of our efforts to find a solution that might help with the mortgage payment challenges you're facing.

Final decision on your mortgage loan request

Unfortunately, after carefully reviewing the information you've provided, we are unable to adjust the terms of your mortgage.

IOT This decision was made because you did not provide us with all of the information needed within the time frame required per your trial modification period workout plan. For that reason, you have not been approved for a mortgage loan modification. TRUE ?

Additional assistance is available

In an effort to help you improve your situation, we encourage you to contact a HUD-approved Credit Counseling agency by calling (800) 569-4287. A counselor will work closely with you, take your financial circumstances into consideration, and create a budget plan that may work for you.

Be sure you avoid anyone who asks for a fee for counseling or a loan modification, or asks you to sign over the deed to your home, or to make your mortgage payments to anyone other than America's Servicing Company.

EXHIBIT I

| |
|--|
| Account Information |
| Loan Number: 1127115312 |
| Property Address: 2309 Solano Drive Wolverine Lake MI 48390 |

If you have any questions about the decision we've made on your mortgage request, please call a America's Servicing Company representative today at the number listed above in the account information section. We'd also like to hear from you if any of your circumstances have changed, or if you can provide us with additional information for consideration.

Sincerely,

Ben Windust

Ben Windust
Senior Vice President
America's Servicing Company

→ Tel. - Not avail! Fax - not available!

TOLD TO RESUBMIT
AND START OVER!

ON APPROX. 11/18/09

11/19/09
WHILE OUT OF TOWN

America's Servicing Company is required by the Fair Debt Collection Practices Act to inform you that if your loan is currently delinquent or in default, as your loan servicer, we will be attempting to collect a debt and any information obtained will be used for that purpose. However, if you have received a discharge and the loan was not reaffirmed in the bankruptcy case, America's Servicing Company will only exercise its right as against the property and is not attempting any act to collect the discharge debt from you personally.

The state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 AM or after 9 PM. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about our debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or www.ftc.gov.



11/30/09

TO: ASC
LOAN # 1127115312
FROM: EDWARD BARTER
TOT PAGES - 33 (INCL COVER)

EXHIBIT J

11/29/09

To: Ben Windust, Senior VP, America's Servicing Co, PO Box 10328, Des Moines, IA, 50306-0328

Fax: 866 590-8910 and 866 278-1179

Re: Loan #1127115312 (2309 Solano Dr, Wolverine Lk, Mi, 48390)

Subject: Resubmission of all Loan Modification Information (32 PAGES)
Protest of Rejection Process

As instructed by an ASC representative, I have resubmitted all of the information requested for my loan modification which originally started in March, 2009.

I received your letter dated 11/16/09 stating that my request was rejected "because you did not provide us with all of the information needed within the time frame required per your trial modification period workout plan." To my knowledge, I provided in good faith all of the information requested initially and all of the additional information requested. I did this on a timely basis although I was NEVER given a specific date or deadline for any of the additional information requested by the multiple representatives I spoke with during the process. I called ASC and asked what was the information requested that I didn't submit that caused my modification request to be rejected and the rep. could not tell me. She stated only that I did not return a telephone call. The only call I had a voicemail message for was from Kurt/Curt(?) from ASC. I returned the call the NEXT day and was told by another rep. that my modification had been voided and to resubmit everything and start the process over again. This is absolutely ridiculous to cancel/reject this loan modification request that has been in process since March over some added information which I did not know about and which the ASC rep could not identify from your system notes when I called back and asked.

This abrupt and unilateral rejection of this loan modification request is not in keeping with ASC's stated "efforts to find a solution that might help with the mortgage payment challenges you're facing." It seems ASC has lost sight of the overall objective of helping responsible people keep their homes through difficult times and instead has fallen back to rejecting a needed loan modification based on a seemingly arbitrary, unfair technicality. As a senior who is trying to contend with/recover from a bad Michigan economy/housing market/reduced Realtor income, prostate cancer/needed total shoulder replacement, I had hoped you would act in good faith to help. Your actions are also not in keeping with the US Department of the Treasury's Home Affordable Modification Program objective to prevent foreclosures. It appears that you are initiating the trial

modification process to gain federal incentive funds but not actually implementing the needed loan modification.

While I am complying with your mutually wasteful approach to start this process over again and am hopeful that the needed loan modification is granted, I am maintaining a record of all communications/requested information and will submit it to the proper authorities within the US Department of Treasury if you force me into foreclosure.

Please let me know if you need any further information. Please call (248 763-0120) or email (realestateinfo@edbarter.com) and specify your name/date/time, the specific information you need and when you need it.

Thank you for your help and consideration.

Edward Barter



Cc: Home Affordable Program
US Department of Treasury
1500 Pennsylvania Ave, NW
Washington, DC 20220

Resubmit/Update 11/29/2009

To: ASC, Fax 866 590-8910, 866 278-1179

From: Edward Barter, Loan#: 1127115312 (2309 Solano Dr, Wolverine Lk, Mi., 48390)

Subject: Financial Hardship Letter

As instructed by an ASC representative, I am resubmitting/updating my Hardship Letter and all of the other material requested for my loan modification.

FINANCIAL PROBLEM HISTORY OVERVIEW

- A. Invested \$221,000 as a preferred stockholder in 1999 and 2000 in a new technology waste disposal company (WR2, Inc) to serve as my retirement nest egg. Company failed and filed bankruptcy in 2007,. Entire investment lost.
- B. My Realtor income dropped substantially in 2008 and 2009 due to Michigan economy/housing market and was exacerbated by some serious medical problems in 2009.
- C. Renovated (\$40k) and carried (\$3,200+/mo.) an investment income house (Franklin, Mi) for later 2007, all of 2008 and early 2009 as it would not sell or lease in fallen Michigan housing market.
- D. 2007/2008/2009 overall monthly shortfalls financed by drawing down my IRA and using credit card debt until I couldn't do it any further.
- E. 2009 medical problems which added medical expenses and took time from work:
 - Diagnosed with prostate cancer. Had radical prostatectomy surgery in April at University of Michigan Hospital. Thought to be successful but must have PSA test every 3 months to monitor any further cancer growth.
 - Had GI bleed which required hospitalization/surgery in June.
 - Recently had medical evaluation at University of Michigan Orthopedics Dept. and was told that I need a total shoulder replacement. Will determine when I have this within a year.

CURRENT FINANCIAL STATUS

- A. Finally sold the Franklin investment house on 10/8/09 on a short sale, no proceeds to seller. Cumulative loss >\$100k but eliminated the \$3,200+/mo. expenses.
- B. Current/updated Income and Expenses on attached Financial Worksheet. Shows ave. current shortfall of about \$2,000/mo. (including existing subject property mortgage payment and taxes).
- C. Loan Modification Request
Modify loan terms so that payment is \$1,900-\$2,000/mo. including taxes by interest reduction and principal reduction to approximate actual current market value. See attached letter on house current market value.
- D. Other Positive Factors That Will Eliminate Shortfall (see Worksheet)

1. Despite the poor Michigan economy/housing market, I expect to be able to increase my Realtor income in 2010 and beyond from the stated 2009 level now that I am past the cancer issue and can work fulltime plus the home buyer federal tax credit extension into 2010.
2. Social Security will provide additional/replacement income. The start dates are at full retirement age (66) so we can continue to work without a deduction from the SS amount: Edward Barter \$2,170/mo. starts 9/25/11. Alana Barter \$1,594/mo. starts 12/11/13. See attached SS Statements.
- 2.5. A loan modification request for my condo mortgage is currently in process.
3. Medicare starts for Edward next year (9/25/10) and for Alana 12/11/12. This will substantially reduce the shown health insurance and out of pocket medical expenses.
4. Shown out of pocket medical expenses are for the 3 major medical procedures mentioned and will be paid off in 2010.
5. The credit card debt accumulated will be addressed through settlements (utilizing part of my IRA as necessary) or otherwise addressed so the monthly expense will be significantly less than the amount shown.

It is felt that with the requested loan modification (approx. \$1,900-\$2000/mo.PIT payment) and the other initiatives, we can avert foreclosure and bankruptcy and remain current on all mortgage payments henceforth.

Thank you very much for your help and consideration.

Sincerely,

Edward Barter
Edward Barter

LOAN # 1127115312
FINANCIAL WORKSHEET

10/29/09 UPDATE
P.1 OF 2

MONTHLY

INCOME

BORROWER - EDWARD BARTER (LIVES IN OWNED CONDO)

PENSION

3,650

NET REALTOR INCOME (SEE PROFIT/LOSS STMT)

1,400 (1)

WIFE - ALANA BARTER, LIVES IN HOME

2,875

RENTAL INCOME HOME = BREAK EVEN

(16)

\$1,350 RENT - \$728 MORTGAGE - \$13 TAXES

- \$125 MISC EXPENSES = (\$16)

\$7,909 (2)

EXPENSES (2 HOUSEHOLDS) - AVE MO.

EXISTING MORTGAGE 2,507

CONDO MORTGAGE (RESTRUCTURE PENDING) 1,708 (2.5)

CONDO ASSOC. DUES/TAXES (274 + 550) 774

CAR PAYMENTS 0

FOOD 400

UTILITIES 450

TRANSPORTATION - GAS/INSURANCE 400

HEALTH INSURANCE 376 (3)

MEDICAL EXPENSES - OUT OF POCKET 400 (4)

CELL PHONE/CABLE/INTERNET 350

HOME OWNERS INSURANCE 125

CREDIT CARDS - PENDING HARSHIP 2,000

SETTLEMENT/OTHER RESOLUTION

CLOTHES/SPENDING, MISC 425

TOTAL EXPENSES \$ 9,915 AVE. SHORTAGE/MO.
(\$2,006)

(1) WILL IMPROVE IN 2010 & BEYOND AS MICHIGAN ECONOMY AND HOUSING MARKET IMPROVES, & MEDICAL ISSUES RESOLVED.

(2) SOCIAL SECURITY ADDITIONAL/REPLACEMENT INCOME STARTS:

EDWARD BARTER #2,171/MO. 9/25/11 (SEE ATT'D STMTS)

ALANA BARTER #1,594/MO. 12/1/13

(3) MEDICARE STARTS FOR EDWARD 9/25/10 & ALANA 12/1/12 GREATLY REDUCING INSURANCE PREMIUMS & OUT OF POCKET

(4) THESE CURRENT EXPENSES ARE FROM PROSTATE CANCER DIAGNOSIS SURGERY, HOSPITAL ADMISSION FOR STOMACH BLEED & SHOULDER REPLACEMENT SURGERY, PAY. OFF IN 2010.

LOAN # 1127115312
FINANCIAL WORKSHEET

11/29/09 UPDATE
P. 2 OF 2

| <u>ASSETS</u> | <u>EST. VALUE</u> |
|---|---|
| 1.) SUBJECT HOUSE - 2309 SOLANO DR. SEE UPDATED HOUSE MARKET VALUE LETTER. | \$ 275,000 - 300,000 (BAL. ≈ \$ 345,000) |
| 2.) CONDO - 37418 LEGENDS TR. | \$ 200,000 (BAL. ≈ \$ 290,000) |
| 3.) RENTAL INCOME HOME - 1754 TRAVERS RD. | \$ 110,000 - 135,000 (BAL. ≈ 129,000) |
| 4.) AUTOS 1) 1998 - 122,000 MI. 7,000 2) 1998 - 133,000 MI. 5,000 | \$ 12,000 |
| 5.) IRA (THIS IS ALL THAT REMAINS OF MY LIFE SAVINGS FOR RETIREMENT) | \$ 63,000 |

MAILING: EDWARD BARTER TEL. 248.763-0120
 37418 LEGENDS TR.
 FARMINGTON HILLS, MI.
 48331

Edward Barter

10/29/09

*RESUBMIT 11/29/09
10/23/09*

To: ASC

Re: Loan Number 106- 1127115312

Subject: Corrected/Updated Market Value Information for Subject Property
(2309 Solano Dr., Wolverine Lk, Mi, 48390).

Due to the depressed Michigan economy/housing market and deteriorated condition of the subject house, the corrected market value of the house is in the \$275,000-\$300,000 range.

The home is a ranch style on a concrete slab built in 1955 and added to in 1961. The concrete slab foundation has a major crack/separation causing the sw end quarter of the foundation/floor to sink 3-5 inches. This is evidenced by a 3-5 inch gap between the floor moldings/baseboard heating and the sunken floor in the family room and one bedroom. It has also caused the exterior bricks to separate/crack where this section of the house has sunk. The house also needs a new roof (leaks in 3 main rooms), new windows (originals) and updated bathrooms (all original). These deficiencies are unknown to the county tax assessor and are therefore not accounted for in the state equalized value for the house (the state equalized value dropped due to market conditions \$35k (\$70k market value) just in the last year).

The mentioned physical deficiencies are of major significance (especially the cracked/sinking foundation) in further decreasing the actual market value when trying to sell this house in a depressed buyers market. As a Realtor, I have done a market evaluation based on current area homes for sale, the limited number of actual recent area home sales and the needed repairs to help assess the current market value. If this home were put into foreclosure and sold, the sale price would likely be in the \$275,000 range and assuming 12-15% sales/holding/concessions/closing costs, the net would be in the \$233,750-\$242,000 range. This might be optimistic as it may not be possible to find a buyer in this market willing to pay that price and take on the cracked/sinking foundation and the other needed major repairs. The Michigan economy/real estate market is still declining (additional auto/related company layoffs are still coming) and is expected to be one of the last states to recover.

It is hoped that a loan restructure based on a principal in the \$275k-\$300k actual market value be achieved that would be affordable for us and comparatively beneficial to ASC also.

Thank you for your consideration.

Edward Barter
Edward Barter

AMERICA'S SERVICING CO.
RETURN MAIL OPERATIONS
PO BOX 10328
DES MOINES IA 50306-0328

December 28, 2009



013954 1 AB 0.360 01317/013954/002429 0057 1 ACNDB9

EDWARD BARTER
37418 LEGENDS TR
FARMINGTON HILLS, MI 48331-1158

Account Information

Online: mortgageaccountonline.com

Fax: (866) 453-6315

Telephone: (800) 842-7654

Correspondence: PO Box 10328
Des Moines, IA 50306

Hours of Operation: Mon - Fri 8am-6pm In Your Time Zone

Loan Number: 1127115312

Property Address: 2309 Solano Drive
Wolverine Lake MI 48390

RE: Recent inquiry

Dear Edward Barter:

Thank you for taking the time to contact our office regarding your mortgage loan. While we aim at completing our research requests within 15 business days, on occasion we are unable to meet our goal. Your request should be completed within 60 calendar days from the date we received your request.

We sincerely appreciate your patience and understanding while your request is being processed and researched.

We're happy to have you as our customer and look forward to helping you with your financial needs. If you have any questions, please contact us at the number listed in the account information section of this letter.

Sincerely,

America's Servicing Company

No Foreclosure
Notice Received

EXHIBIT K



RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS

2009 DEC -8 PM 2:55

LIBER 41685 PG 649

213865
LIBER 41685 PAGE 649
\$25.00 DEED - COUNTY
\$4.00 REINFORCEMENT
\$344.30 TRANSFER TAX COUNTY
12/09/2009 12:13:47 P.M. RECEIPT# 97955



Paid Recorded - OAKLAND COUNTY
RECEIVED CLERK/REGISTER OF DEEDS

THIS INDENTURE made the 8th day of December, 2009* between John M. Roehrig, a deputy sheriff in and for Oakland County, Michigan, party of the first part, and US Bank National Association, as successor Trustee to Bank of America, National Association, (successor by merger to LaSalle Bank National Association) as Trustee for Morgan Stanley Mortgage Loan Trust 2006-7, 7515 Irvine Center Dr. Irvine, OH, 92618, party of the second part (hereinafter called the grantee).

Witnesseth, that whereas, Edward Barter, a married man and Alana H. Barter, his wife, whose address is 37418 LEGENDS TR, Farmington Hills, MI 48331, made a certain mortgage to Mortgage Electronic Registration Systems, Inc., as nominee for lender and lender's successors and/or assigns (hereinafter called "Mortgage"), which was duly recorded in the office of the Register of Deeds of Oakland County in Liber 36926, Page 51, Oakland County Records. Said mortgage is now held by US Bank National Association, as successor Trustee to Bank of America, National Association, (successor by merger to LaSalle Bank National Association) as Trustee for Morgan Stanley Mortgage Loan Trust 2006-7 by assignment.

WHEREAS, said mortgage contained a power of sale which has become operative by reason of default in the terms and conditions of the mortgage; and

WHEREAS, no suit or proceeding at law or in equity has been instituted to recover the debt secured by the mortgage or any part thereof; and

WHEREAS, by virtue of the power of sale, and pursuant to the statutes of the State of Michigan in such case made and provided, a notice was duly published and a copy thereof was duly posted in a conspicuous place upon the premises described in the mortgage that the premises, or some part of them, would be sold on the 8th day of December, 2009*, at the public vendue, on the 1st floor Main entrance to the Courthouse in Pontiac, that being the place of holding the Circuit Court for Oakland County wherein the premises are located; and

WHEREAS, pursuant to said notice I did, at 10:00 a.m., local time, on the date stated above, expose for sale at public vendue the said lands and tenements described below, and on such sale did strike off and sell the said lands and tenements to the grantee for the sum of Three Hundred Thirteen Thousand & 0/100 Dollars (\$313,000.00), that being the highest bid therefore and the grantee being the highest bidder; and

WHEREAS, said lands and tenements are situated in the Village of Wolverine Lake, Oakland County, Michigan, and are more particularly described as:

Lots 2, 3 and 4, Wooded Shores Subdivision, as recorded in Liber 61, Page 6 and 6 A of Plats, Oakland County Records.

Tax# 17-22-451-041

More commonly known as 2309 Solano Drive

61006

8859 ✓

Now, this indenture Witnesseth, that I, the Deputy Sheriff aforesaid, by virtue of and pursuant to the statute in such case made and provided, and in consideration of the sum of money so paid as aforesaid, have granted, conveyed, bargained and sold, and by this deed do grant, convey, bargain, and sell unto the grantee, its successors and assigns, FOREVER, all the estate, right, title, and interest which the said Mortgagor(s) had in said land and tenements and every part thereof, on 8th day of December, 2005, that being the date of said mortgage, or any time thereafter, to have and to hold the said lands and tenements and every part thereof to the said grantee, its successors and assigns forever, to their sole and only use, benefit and behoove forever, as fully and absolutely as I, the Deputy Sheriff aforesaid, under the authority aforesaid, might, could, or ought to sell the same.

In witness whereof I have set my hand and seal.

John M. Roehrig

Deputy Sheriff in and for the County of Oakland, Michigan

State of Michigan
County of Oakland

This Sheriff's Deed on Mortgage Sale was acknowledged before me this 8th day of December, 2009*, by
John M. Roehrig, Deputy Sheriff for Oakland County, Michigan.

Anita Engasser, Notary Public
Name _____
Oakland County, Michigan
My Commission Expires: _____
Acting in _____ County

County Revenue Required.
Exempt from State Real Estate Transfer Tax
pursuant to MCLA 207.526(v)

O.K. - MH

b6
b7c
FILE

Adjourned from July 21, 2009 to December 8, 2009 by posting a notice of adjournment at the place of sale for Oakland County, Michigan.

File Number: 306.2799 Loan Type: CONV

Anita Engasser

Notary Public, State of Michigan

County of Oakland

es 07/29/2015

Oakland



EXHIBIT L

LIBER 1685 PG 50

NON-MILITARY AFFIDAVIT

State of Michigan

ss.

County of Oakland

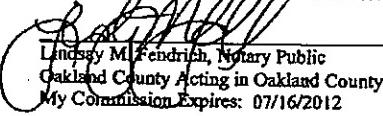
The undersigned, being first duly sworn, states that upon investigation she/he is informed and believes that none of the persons named in the notice attached to the sheriff's deed of mortgage foreclosure, nor any person upon whom they or any of them were dependent, were in the military service of the United States at the time of sale or for six months prior thereto; nor the present grantee(s).

The undersigned further states that this affidavit is made for the purpose of preserving a record and clearing title by virtue of The Servicemembers Civil Relief Act of 2003, as amended.



Nicholas Gomulinski

Subscribed and sworn to before me this 1st day of December, 2009



Lindsay M. Fendrich, Notary Public
Oakland County Acting in Oakland County, Michigan
My Commission Expires: 07/16/2012
AFFIDAVIT OF AUCTIONEER and CERTIFICATE OF REDEMPTION PERIOD

State of Michigan

ss.

County of Oakland

John M. Roehrig being first duly sworn, deposes and says that he is a Deputy Sheriff of said Oakland County; that he/she acted as Auctioneer, and made the sale as described in the annexed Deed pursuant to the annexed printed notice; that said sale was opened at 10:00 a.m., local time, on the 8th day of December, 2009, public vendue, on the 1st floor Main entrance to the Courthouse in Pontiac, that being the place of holding the Circuit Court for Oakland County, and said sale was kept open for the space of one hour; that the highest bid for the lands and tenements therein described was Three Hundred Thirteen Thousand & 0/100 Dollars (\$313,000.00); made by US Bank National Association, as successor Trustee to Bank of America, National Association, (successor by merger to LaSalle Bank National Association) as Trustee for Morgan Stanley Mortgage Loan Trust 2006-7, that said sale was in all respects open and fair; and that he/she did strike off and sell said lands and tenements to said bidders, which purchased the said lands and tenements fairly, and in good faith, as deponent verily believes.

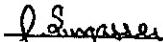
I DO HEREBY CERTIFY that the within Sheriff's Deed will become operative at the expiration of the redemption period, December 8, 2010, unless said date falls on a weekend, at which point the redeeming party or anyone claiming under him, will have until 5:00pm the following Monday to perfect their redemption; OR the property is determined abandoned pursuant to MCLA 600.3241a, in which case the redemption period will be 30 days from the date of sale, OR should the Sheriff's Deed not be recorded within 20 days from the date of the foreclosure sale, in which case the redemption period will be 12 months from the date of recording. The foreclosing mortgagee can rescind the sale in the event a 3rd party buys the property and there is a simultaneous resolution with the borrower.



John M. Roehrig
Deputy Sheriff

Oakland County, Michigan

Subscribed and sworn to before me this 8th day of December, 2009.



Anita Engasser, Notary Public
Name _____
Oakland County, Michigan
My commission expires: _____

Anita Engasser
Notary Public, State of Michigan
County of Oakland
My Commission Expires 07/29/2015
Acting in the county of Oakland

Drafted by and when recorded return to:
Marshall R. Isaacs
Orlans Associates, P.C.
P.O. Box 5041
Troy, MI 48007-5041
(248) 502-1400 File No: 306.2799

ATTN REGISTER OF DEEDS: Please send all Redemption notifications and funds collected in your office to Orlans Associates, P.C., P.O. Box 5041, Troy, MI 48007-5041.

ATTN PURCHASERS: This sale may be rescinded by the foreclosing mortgagee. In that event, your damages, if any, shall be limited solely to the return of the bid amount tendered at sale, plus interest. Please be advised that all 3rd party bidders are responsible for preparing and recording the Sheriff's Deed. ORLANS ASSOCIATES, P.C. Hereby expressly disclaims all liability relating to the foreclosure, preparation and recording of the Sheriff's Deed.

1685 pg 52

7/28

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION WE OBTAIN WILL BE USED FOR THAT PURPOSE. PLEASE CONTACT OUR OFFICE AT THE NUMBER BELOW IF YOU ARE IN ACTIVE MILITARY DUTY.

MORTGAGE SALE: Default has been made in the conditions of a mortgage made by Edward Barker, a married man, and Alane H. Barker, his wife, to Mortgage Electronic Registration Systems, Inc., as nominee for lender and lender's successors and/or assigns. Mortgagor, dated December 8, 2005 and recorded January 10, 2006 in Liber 38928, Page 51, Oakland County Records, Michigan. Said mortgage is now held by US Bank National Association, as successor trustee to Bank of America, National Association (successor by merger to LaSalle Bank National Association) as trustee for Morgan Stanley Mortgage Loan Trust 2005-7 by assignment. There is claimed to be due at the date hereof the sum of Three Hundred Forty-Five Thousand Five Hundred Sixty-Six and 48/100 Dollars (\$345,568.48). Including interest at 6.25% per annum. Under the power of sale contained in said mortgage and the interests in such case made and provided, notice is hereby given that said mortgage will be foreclosed by a sale of the mortgaged premises, or some part of them, at public vendue at the 1st floor Meir's entrance to the Court House in Pontiac in Oakland County, Michigan at 10:00 A.M. on July 17, 2009. Said premises are located in the Village of White Lake, Oakland County, Michigan, and are described as: Lots 2, 3 and 4, Wooded Shores Subdivision, as recorded in Liber 81, Page 8 and 8 A of Plats, Oakland County Records. The redemption period shall be 12 months from the date of such sale, unless determined abandoned in accordance with MCLA 600.3341a, in which case the redemption period shall be 30 days from the date of such sale. TO ALL PURCHASERS: The foreclosing mortgagee can rescind the sale in that event, your damages, if any, are limited solely to the return of the bid amount tendered at sale, plus interest. If you are a tenant in the property, please contact our office as you may have certain rights. Dated: June 17, 2009

Orchards Associates, P.C. Attorneys
for Servicer P.O. Box 6041 Troy, MI 48007-
5041 248/602-1400 File No. 306-2789
ASAP# 3147723 08/17/2008 08/24/2009,
07/01/2008; 07/08/2008

County of Oakland, } ss.
STATE OF MICHIGAN, }

Cryptall Hill, being duly sworn,

deposes and says that I am the *Legal Rep* of THE OAKLAND PRESS, a newspaper printed and circulated daily in Oakland County, Michigan and that I hold such position during the publication of the notice hereto annexed; that a notice of

Public notice

of which the annexed notice is a true copy, was published in the said THE OAKLAND PRESS
four times immediately preceding the *9* of *July*, 2009, that the annexed printed copy of said notice was taken from the said newspaper. That the dates of publication of said notice were

June 17, 24, July 1, 8, 2009
and further deponent sayeth not.

Cryptall Hill
Cryptall Hill

Subscribed and sworn to before me this *8* day of

July 14 A.D. 2009
Tina M. Crotum

NOTARY PUBLIC, OAKLAND COUNTY, MICHIGAN

TINA M. CROWN
NOTARY PUBLIC, STATE OF MI
COUNTY OF Lapeer
MY COMMISSION EXPIRES Mar 30, 2014
ACTING IN COUNTY OF *Lapeer*

Liber 1685 Pg 53

AFFIDAVIT DECLARING REDEMPTION DESIGNEE

STATE OF MICHIGAN) ss)
COUNTY OF OAKLAND)

Marshall R. Isaacs, being first duly sworn, deposes and says:

1. That he is the duly authorized attorney US Bank National Association, as successor Trustee to Bank of America, National Association, (successor by merger to LaSalle Bank National Association) as Trustee for Morgan Stanley Mortgage Loan Trust 2006-7 and is familiar with the facts set forth herein.

2. This affidavit is being filed to declare the redemption amount in relation to the property located in the Village of Wolverine Lake, County of Oakland further described as:

Lots 2, 3 and 4, Wooded Shores Subdivision, as recorded in Liber 61, Page 6 and 6 A of Plats, Oakland County Records.

Commonly Known as: 2309 Solano Drive Tax ID #: 17-22-451-041

3. On or about December 8, 2005 a mortgage was executed between Edward Barter, a married man and Alana H. Barter, his wife to Mortgage Electronic Registration Systems, Inc., as nominee for lender and lender's successors and/or assigns for \$340,000.00 on December 8, 2005, recorded January 10, 2006 in Liber 36926, Page 51, Oakland County Records.

4. Said mortgage is currently held by US Bank National Association, as successor Trustee to Bank of America, National Association, (successor by merger to LaSalle Bank National Association) as Trustee for Morgan Stanley Mortgage Loan Trust 2006-7.

5. Said mortgage is scheduled for foreclosure on the 8th day of December, 2009 for, \$313,000.00.

6. Redemption must include \$313,000.00, plus interest at the rate of 6.25% from December 8, 2009; at a per diem amount of \$53.60; plus additional expenses for Taxes; Redemption of Senior Liens; Condominium Assessments; Homeowner Assessments; Community Association Assessments; or Premiums for Insurance Policies and Redemption Servicing Fee. An authorized computation of the above can be received only from the designee listed below.

7. The Redemption Servicing Fee, as allowed by Michigan Statute is \$200.00, plus recording costs. The servicing fee is payable to Orlans Associates, P.C. and will be added to the redemption amount.

TO ORDER A REDEMPTION COMPUTATION CALL:
ORLANS ASSOCIATES, P.C., REDEMPTION DEPARTMENT
P.O. Box 5041
Troy, MI 48007-5401
248-502-1400

8. US Bank National Association, as successor Trustee to Bank of America, National Association, (successor by merger to LaSalle Bank National Association) as Trustee for Morgan Stanley Mortgage Loan Trust 2006-7 hereby appoints Orlans Associates, P.C. as its designee and pursuant to MCLA 600.3240 declares that a computation of the amount to redeem done by any other than Orlans Associates, P.C. is subject to the designee's audit of said computation and such redemption funds are subject to rejection.

9. A written, official computation of the redemption amount will be prepared by Orlans Associates, P.C., within a reasonable period of time for any and all who request such a computation.

10. Any redemption made without a written, current, computation provided by Orlans Associates, P.C. will be subject to audit and potential subsequent rejection of said funds.

11. Attention: REGISTER OF DEEDS: DO NOT accept redemption funds without a written, current redemption computation from Orlans Associates, P.C. Acceptance of funds without an Orlans Associates, P.C. computation will subject that redemption to an audit and potential subsequent rejection of the redemption funds.

1685 PG654

12. The within Sheriff's Deed will become operative at the expiration of the redemption period, December 8, 2010, unless said date falls on a weekend, at which point the redeeming party or anyone claiming under him, will have until 5:00pm the following Monday to perfect their redemption; OR the property is determined abandoned pursuant to MCLA 600.3241a, in which case the redemption period will be 30 days from the date of sale, OR should the Sheriff's Deed not be recorded within 20 days from the date of the foreclosure sale, in which case the redemption period will be 12 months from the date of recording.

Further affiant sayeth not.

Marshall R. Isaacs

Attorney for US Bank National Association, as successor Trustee to Bank of America, National Association, (successor by merger to LaSalle Bank National Association) as Trustee for Morgan Stanley Mortgage Loan Trust 2006-7

Subscribed and sworn to before me this 1st day of December, 2009, by Marshall R. Isaacs Attorney for US Bank National Association, as successor Trustee to Bank of America, National Association, (successor by merger to LaSalle Bank National Association) as Trustee for Morgan Stanley Mortgage Loan Trust 2006-7

Lindsey M. Pendleton, Notary Public
Oakland County Acting in Oakland County, Michigan
My Commission Expires: 07/16/2012

Drafted by and when recorded return to:
Marshall R. Isaacs
Orlans Associates, P.C.
P.O. Box 5041
Troy, Michigan 48007-5401
(248) 502-1400 File Number: 306.2799

Date Dated: 12/01/09

F

Oakland County



PO Box 10328
Des Moines, IA 50306-0328

January 12, 2010

Edward Barter
37418 Legends Tr
Farmington Hills, MI 48331

Dear Edward Barter:

RE: Loan Number 106-1127115312

Thank you for contacting America's Servicing Company (ASC) regarding your mortgage loan. I have reviewed your correspondence dated November 29, 2009 and would like to provide you with the details of my research.

I can confirm that it is our practice to continue working with our borrowers who wish to explore workout options until the date a foreclosure sale is held. We may at times agree to postpone the date of a foreclosure sale as a result of these negotiations; however, foreclosure action is not halted or suspended until a viable plan has been approved and the first payment of that plan is received. Since no plan was established before the foreclosure sale date of December 08, 2009, our action is valid and we must respectfully deny your request to rescind the foreclosure sale. *social performance plan agreement entered 8/1/14*

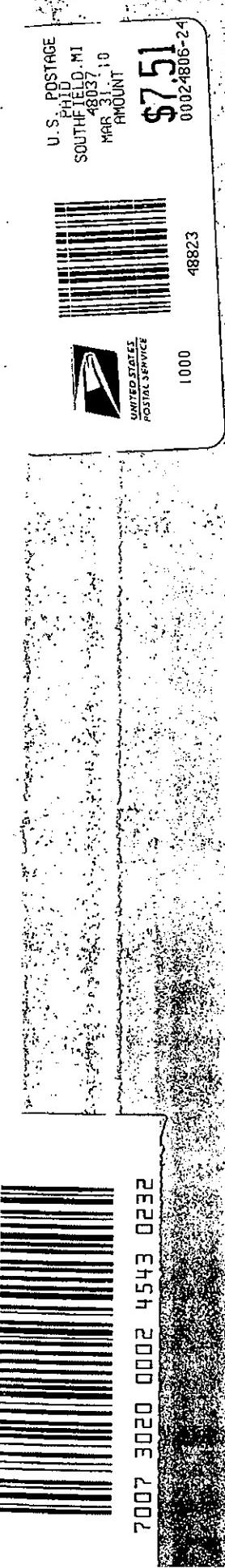
Any questions regarding the foreclosure proceedings or a redemption period can be addressed with the foreclosure attorney Orlans Associates, P.C. at 248-457-1000. *Did not know was not informed of sale so I did not request sale negotiation of sale I knew nothing about!*

As our valued customer, we appreciate the opportunity to assist you. If you have additional questions, please call our Customer Relations Department at (800) 842-7654. A representative will be able to assist you Monday through Friday between the hours of 8 a.m. and 6 p.m., in your time zone.

Sincerely,

Mattea Green
Written Correspondence

This communication is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you have received a discharge of this debt in bankruptcy or are currently unable to pay the debt, this communication does not violate the Fair Debt Collection Practices Act. This company has a security interest in the property and will only attempt to collect a debt as this company



RETURN RECEIPT
REQUESTED

RETURN RECEIPT
REQUESTED

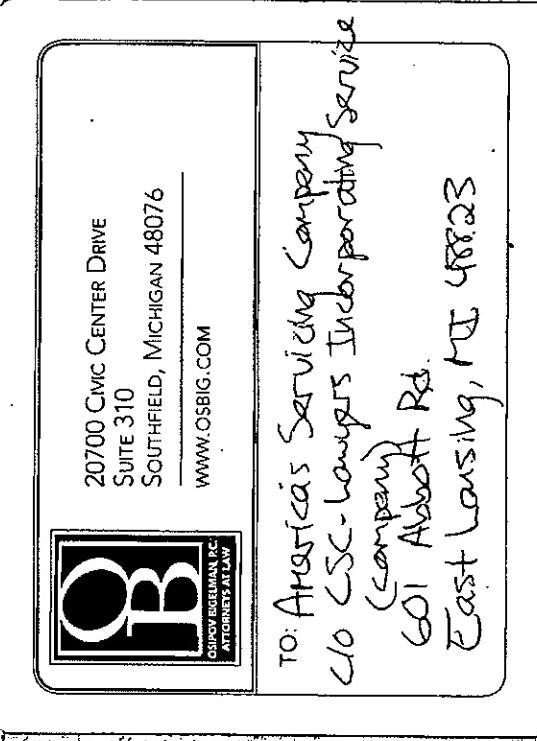


Exhibit B

[Case Summary](#)[Printer Friendly Version](#)[Close Window](#)

Case Number 2010-108456-CH **BARTER EDWARD vs. US BANK**

Judge Name MARTHA D. ANDERSON

Case Filed 03/11/2010

Case Disposed

Case E-filed YES

Register of Actions

[View Parties](#)[New Search](#)

| Date | Code | Description | |
|------------|------|-----------------|--------------------------------|
| 03/11/2010 | C | COMPLAINT FILED | Order Document |
| 03/11/2010 | SI | SUMMONS ISSUED | Order Document |

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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

EDWARD BARTER and
ALANA BARTER,

Plaintiffs,

U.S.D.C. #

vs.

Hon. _____

US BANK, N.A.,
AMERICA'S SERVICING COMPANY,

Lower Case No. 10-108456-CH

Defendants.

Jeffrey H. Bigelman (P61755)
OSIPOV BIGELMAN, P.C.
Attorneys for Plaintiffs
20700 Civic Center Drive,
Suite 310
Southfield, MI 48076
(248) 663-1800
(248) 663-1801 – fax
jhb@osbig.com

Matthew J. Boettcher (P40929)
PLUNKETT COONEY
Attorneys for Defendants
38505 Woodward Ave., Suite 2000
Bloomfield Hills, MI 48304
(248) 901-4035
(248) 901-4040 – fax
mboettcher@plunkettcooney.com

CERTIFICATE OF SERVICE

I hereby certify that on April 13, 2010, I electronically filed the foregoing paper with the Clerk of the Court using the ECF system and that I have mailed by United States Postal Service to any parties that are not ECF participants.

PLUNKETT COONEY

By:/s/ Mathew J. Boettcher
Matthew J. Boettcher (P40929)
Attorneys for Defendants
Plunkett Cooney
38505 Woodward Ave.
Ste. 2000
Bloomfield Hills, MI 48304
248-901-4035
mboettcher@plunkettcooney.com
P40929

DATED: April 13, 2010

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

EDWARD BARTER and
ALANA BARTER,

Plaintiffs,

U.S.D.C. #

vs.

Hon. _____

US BANK, N.A.,
AMERICA'S SERVICING COMPANY,

Lower Case No. 10-108456-CH

Defendants.

Jeffrey H. Bigelman (P61755)
OSIPOV BIGELMAN, P.C.
Attorneys for Plaintiffs
20700 Civic Center Drive,
Suite 310
Southfield, MI 48076
(248) 663-1800
(248) 663-1801 - fax
jhb@osbig.com

Matthew J. Boettcher (P40929)
PLUNKETT COONEY
Attorneys for Defendants
38505 Woodward Ave., Suite 2000
Bloomfield Hills, MI 48304
(248) 901-4035
(248) 901-4040 - fax
mboettcher@plunkettcooney.com

VERIFICATION

MATTHEW J. BOETTCHER, first being duly sworn, states that he is the attorney for Defendants, and that the foregoing Notice of Removal is true in substance and in fact to the best of his knowledge, information and belief.

PLUNKETT COONEY

By:/s/ Mathew J. Boettcher
Matthew J. Boettcher (P40929)
Attorneys for Defendants
Plunkett Cooney
38505 Woodward Ave.
Suite 2000
Bloomfield Hills, MI 48304
248-901-4035
mboettcher@plunkettcooney.com
P40929

DATED: April 13, 2010

Subscribed and sworn to before me
On April 13, 2010.

/S/ MARY ELLEN KISELL
Notary Public
Wayne County, Michigan
My Commission Expires: 09-05-2012

Bloomfield.P0597.P0597.1298159-1